



OLD VALUES...NEW IDEAS

ILLINOIS

AURORA | MACHESNEY PARK | UNIVERSITY PARK

INDIANA

LOGANSPOUT | SOUTH BEND

WELDSTAR / DEPKE RENTAL AGREEMENT

Weldstar.com | 855-998-4875

Depke.com | 800-38-DEPKE



ILLINOIS

DANVILLE | KANKAKEE | URBANA

LESSEE:

DATE:

CUSTOMER

QTY.	PART NO.	DESCRIPTION/SERIAL NO.	RATE		
			DAY	WEEK	MONTH

Rental Agreement Terms

1. This Rental Agreement is between Weldstar Company / Depke Gases and Welding Supplies, as LESSOR, and the above-identified LESSEE who desires to lease all of the equipment set forth in the above description at the beginning of each new period referenced above until such time as the Rental Agreement is terminated. Rent is due and payable 30 days from invoice date.
2. All rent and other payments made pursuant to this Rental Agreement shall be made at the address of the LESSOR or such other address as shall be designated from time to time by LESSOR in writing, and LESSEE agreed to return the rental item(s) listed above during regular store hours of the LESSOR.
3. LESSEE agrees to use the equipment in a careful and prudent manner in the regular course of its business and comply with all rules, regulations, laws, ordinances and any and all insurance provisions applicable to LESSEE's use, maintenance and possession of the equipment. LESSEE shall not make any modifications, additions or alterations to the equipment without prior consent of the LESSOR, and any such modifications, additions or alterations shall belong to and become LESSOR's property.
4. LESSEE hereby assumes all risk of loss, theft, damage or destruction of the equipment from any cause whatsoever, and in the event of such loss, theft, damage or destruction of equipment LESSEE shall immediately give LESSOR written notice and the facts associated with the circumstances.
5. Upon the failure of LESSEE to return the rental item(s) or any other breach of this Rental Agreement, LESSOR may terminate this Agreement and take possession or remove the rental item(s) from where they are located, and the LESSOR and its agents shall not be liable for any claims or damages for trespassing arising out of the removal of the rental item(s).
6. The equipment is and shall at all times remain the sole personal property of the LESSOR. LESSEE shall hold or possess no right, title or interest to or under the equipment except as described within this Rental Agreement.
7. LESSEE may not sublease or loan the rental item(s) without LESSOR's written permission.
8. LESSEE agrees to pay for any damages or repairs over and above reasonable wear and tear. Reasonable wear and tear shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one-shift basis.
9. LESSEE hereby agrees to indemnify and hold harmless LESSOR from and against any and all actions, claims, damages, judgments, costs and expenses including, without limitation, attorney's fees resulting from or relating to LESSEE's use, possession and maintenance of the equipment or breach by LESSEE of any provision of this Rental Agreement.
10. LESSOR makes no express or implied warranties whatsoever of merchantability or fitness for any person or otherwise regarding the rental item(s) subject to this Agreement.
11. The LESSEE shall be in default of this Rental Agreement for any one of the following, including: LESSEE's failure to pay rent or other sum due under this Rental Agreement for a period of 10 days following the date such sum is due; LESSEE's failure to perform any of its other obligations under this Rental Agreement; and any affirmative act of insolvency by LESSEE. Upon default, LESSOR may repossess the equipment, accelerate the payments due under this Rental Agreement and demand the total and seek immediate payment by LESSEE for all amounts due under the Rental Agreement plus all costs and expenses incurred by LESSOR in connection with LESSEE's default including, without limitation, reasonable attorney's fees and other costs incurred by the LESSOR in repossessing, repairing, storing, releasing and selling the equipment.
12. There are no understandings, agreements, representations or warranties express or implied not specified herein regarding the lease of the foregoing property, and the LESSEE hereby acknowledges receipt of a true and complete copy of this Agreement.

Weldstar Company / Depke Gases and Welding Supplies (LESSOR):

LESSEE: