

## RPG Rental Agreement Form

Return completed form to [realitycapture@rpg.com](mailto:realitycapture@rpg.com)



Rental Equipment		
Rental Start Date:	Rental End Date:	
Company Information		
Company Name:		
Company Address:		
City:	State:	ZIP:
Phone:	Email:	
Applicant Name:		
Applicant Phone:	Applicant Email:	
Shipping Information		
Name:		
Address:		
City:	State:	ZIP:
Equipment POC:		
Phone:	Email:	
Billing Information		
Invoice Recipient Name:		
Recipient Phone:	Recipient Email:	
Project/PO #:		
Payment Method: <input type="checkbox"/> Credit Card (see below)		
Name as it Appears on Card:		
Card Billing Address:		
City:	State:	ZIP:
Account Type: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express		
Card #:	Expiration:	CVV:
Signatures (Print, Name, Title & Date)		
I authorize the verification of the information provided on this form.		
Lessor: Reprographic Products Group Inc.	Date:	
Lessee:	Title:	
Lessee Signature	Date:	

# Terms & Conditions



## Lessee is required to submit a Property Certificate of Insurance and Evidence of Property Insurance to the Lessor (RPG).

**Rental Agreement:** The lessee listed above ("Lessee" or "you") agrees to pay RPG Financial, LLC ("Lessor", "we" or "us" weekly/monthly payments as listed above for rental of the Equipment. This Agreement will begin on the date the Equipment is delivered to the location specified above. **The Lessee is responsible for all damaged or non-returned rental items and the associated replacement cost.** This Agreement is non-cancelable for the entire Term, except as specified as below.

**Title and Purchase Option:** Title in the Equipment shall remain with lessor unless and until Lessee exercises any purchase option which it may do so upon the execution of a sales agreement and only if Lessee has made all payments due hereunder and is not then in default. If Lessee does not timely exercise its purchase option, then it shall at its expense return the Equipment to Lessor in good working order within five days after expiration of the Term.

**Covenants of Lessee:** Lessee covenants that it (1) accepts all risk of loss with respect to the Equipment during shipment and the Term until the Equipment is received back by Lessor upon expiration of the Term, (2) will not use the Equipment for any purpose or in a manner other than is intended by the manufacturer, (3) will maintain at its sole expense the Equipment in good working order and condition less ordinary wear and tear, (4) will not modify or relocate the Equipment without the Lessor's prior written consent, (5) will not sell, assign or sublease the Equipment without the Lessor's prior written consent.

**Billing and Payment Terms:** Any payments due hereunder shall be due in advance of the applicable week/month and any sales, use or other taxes required to be collected by Lessor shall be invoiced when due, unless Lessee has provided Lessor with a valid current proof of tax-exempt status. Invoices are payable within 30 days of the invoice date. Any amount not timely paid shall accrue interest at the rate of 1.5% per week/month, beginning on the invoice date.

**Default:** The following shall constitute default by Lessee of this Agreement (a "Default"): (1) any breach of this Agreement or any agreement with any affiliate of Lessor (including Reprographic Products Group, Inc.) by Lessee including failure to comply with any term or to pay for any amount owed hereunder (subject to one 10-day grace period for one late payment every 12 months during the Term), (2) any voluntary or involuntary filing of any bankruptcy petition or insolvency proceeding against Lessee or (3) the filing of any lien or other action that could adversely affect Lessor's rights hereunder.

**Remedies Upon Default:** In the event of a Default, Lessor may, at its sole discretion (1) terminate the agreement and repossess the Equipment and any supplies by entering Lessee's premises without notice and liability for trespass or other damages and recover from Lessee the full amount due thereafter through the end of the Term that would have otherwise applied or (2) not terminate this Agreement and not repossess the Equipment and instead continue to hold Lessee responsible for its obligations under this Agreement. Lessor may, at its discretion, choose option (1) after pursuing option (2). Lessee is also responsible for any other fees incurred by Lessor in exercising its rights under this Agreement including any expenses incurred in repossessing, storing, re-leasing or disposing of any Equipment and any third-party costs such as attorney fees and costs. Lessee agrees that Maryland law shall apply to this Agreement and any and all legal proceedings arising out of this Agreement shall be brought in the state or federal courts located in Maryland, except as need by Lessor to record any execute on any judgment. Except for the obligation of payment, neither Lessor nor Lessee shall be liable for non-performance caused by circumstances beyond their reasonable control, including, but not limited to, work stoppage, fire, civil disobedience, riots and acts of God.

**Confession of Judgment:** Lessee hereby appoints as Lessee's attorney-in-fact any attorney admitted to practice before any court of record in the United States to appear, in one or more proceedings, on behalf of Lessee in any court having jurisdiction in one or more proceedings, or before any clerk thereof or prothonotary or other court official, and to CONFESS JUDGMENT AGAINST LESSEE, WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, in favor of Lessor in the full amount due under this Agreement (including any and all interest, costs, fees, expenses and late charges) and court costs, attorney and collection fees in the amount of fifteen percent (15%) of the total amount then due under the Agreement.

**Right of Entry:** Lessor shall have the right to inspect the equipment while it is in your possession any may enter your premises for said purposes.

**Warranties/Disclaimers:** Lessor makes not warranties, oral or written, expresses or implied, with respect to the equipment, all of which are (between lessor and lessee) provided "as is". Lessee agrees to look only to the manufacturer or vendor of said equipment for any warranty claim relating thereto. Lessor expressly disclaims all warranties, express or implied, including but not limited to the implied warranties of accuracy, quality, and merchantability, fitness for a particular purpose or non-infringement. Lessee chose the Equipment and the vendor based on Lessee's judgment. Lessee may contact the vendor for a statement of warranties, if any, that the manufacturer or vendor is providing.

**Limitations of Liability:** Lessor will not under any circumstance, whether as a result of breach of contract, breach of warranty, tort or otherwise, be liable for consequential, incidental, special, indirect or exemplary damages, however caused, including, but not limited to, loss of profits or revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of any kind whether in contract, tort (including negligence) or otherwise for any loss of damage arising out of, resulting from, or concerning any aspects of the agreement shall not exceed the monthly payment amount due under this agreement for this equipment. Lessee will be immediately notified of any loss of revenue resulting from the equipment damage. Charges will not exceed two (2) months of rental services and are the sole responsibility of the client.

**Lessee Signature Acknowledgement:** \_\_\_\_\_

**Insurance:** Lessee shall provide a Certificate of Insurance (COI) listing both Property and General Liability coverage. Lessee must also provide an Evidence of Property Insurance (EPI) listing the make, model, serial number, and replacement cost of the rented equipment. Reprographic Products Group Inc must be named as Additional Insured on both documents as well as named as Loss Payee on the EPI. Lessee shall, at its sole expense, at all times from the time of delivery of Equipment, maintain Miscellaneous Equipment, Third Party Property Damage and Commercial General Liability insurance covering all Equipment rented for full replacement cost without deduction for depreciation and for loss of use (rents) of recommendations, including all parts and technical service labor, required on the Equipment. The costs of all parts requiring replacement or manufacturer's modification are covered by this Agreement.

**Shipping:** The Lessee is responsible for all shipping charges associated with the Equipment, including to and from the Lessor's location. The Lessee is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, hazardous materials laws, import and export laws and governmental regulation of any state and country to, from, through or over which the shipment may be carried.

**Rental Period:** The rental period begins from the date the Lessee receives the Equipment. If the Equipment is not returned by the end of the rental period, without prior authorization, the Lessee will be charged a late fee. A return tracking number must be sent to [realitycapture@rpg.com](mailto:realitycapture@rpg.com) no later than the last date of a the rental period to avoid additional charges. Please see **Late Fees** for more details.

**Late Fees:** If the Lessee fails to return the Equipment by the end of their predetermined rental period they will automatically be charged a daily overage rate. Overage Rates include but are not limited to: Leica BLK360: \$370/day; Leica RTC360: \$925/day; Leica BLK2G0: \$500/day.

**Agreement:** The preceding terms and conditions, as well as any addendums, shall constitute the entire agreement between RPG and customer, and supersede all prior oral and written agreements. RPG may retain electronic image reproduction of this document and it shall be deemed the original. The agreement shall be governed by the laws of the State of Maryland. In the event it becomes necessary to place this account in the hands of an attorney for collection, or any litigation is commenced before any court or administrative agency, customer agrees to pay all costs and attorneys' fees incurred by RPG in connection with such proceedings. Customer agrees that any and all legal proceedings relating to this Agreement or the performance there under shall be brought in the state or federal courts located in Maryland and in no other state, except as needed by RPG to record and execute on any judgment. Except for this obligation of payment, neither RPG nor customer shall be liable for non-performance caused by circumstances beyond their reasonable control, including, but not limited to, work stoppage, fire, civil disobedience, riots and acts of God. Failure of either party to insist upon or enforce strict performance by the other part of any provision of the Agreement or to exercise any right under this Agreement, shall not construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance. If any provision of this Agreement is held invalid, all other provision of this Agreement shall remain in effect; PROVIDED, HOWEVER, that the invalid provision shall to the extent possible be modified by the parties, or a court of law, as need to make such provisions valid.

**Sublease:** The Lessee shall not assign or sublease any Equipment without prior written consent of RPG. Any assignment or sublease without RPG's written prior consent shall, at RPG's option, terminate this Lease without refund.

**Lessee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Reprographic Products Group Inc. dba RPG Squarefoot Solutions**  
8306 Patuxent Range Rd. Suite 115 Jessup MD 20796 | 800-521-6319 | [www.rpg.com](http://www.rpg.com)