



3727 N. Kedzie Avenue, Chicago, IL 60618-4545, U.S.A.  
Phone: 1-800-426-6500 | 773.463-6565 | Fax: 773-463-0009  
Email: info@ndtjames.com | Web: http://www.ndtjames.com

This Equipment Rental (this "Rental") is made effective as of

[Redacted]

(Date)

between

James Instruments Inc. (the "Company"),  
3727 N. Kedzie Avenue,  
Chicago, IL 60618, and

[Redacted]

( the "Customer" ),

(Name)

[Redacted],

(Company Name)

[Redacted],

(Street Address)

[Redacted],

(City, State, Zip Code)

and states the agreement of the parties as follows:



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**RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT.** The Company shall rent the equipment listed. As per the Rate in Exhibit A at the end of this document.

|        |                      |               |                      |
|--------|----------------------|---------------|----------------------|
| Item 1 | <input type="text"/> | Rental Period | <input type="text"/> |
|        | (Item Description)   |               | (Date)               |
| Item 2 | <input type="text"/> | Rental Period | <input type="text"/> |
|        | (Item Description)   |               | (Date)               |
| Item 3 | <input type="text"/> | Rental Period | <input type="text"/> |
|        | (Item Description)   |               | (Date)               |

**PAYMENT TERMS.** The rental payments shall be due whether or not the Customer has received notice of a payment. All consumables for equipment must be purchased (no returns). All payments must be made via credit card (either Visa, Master Card or American Express) prior to rental period starting.

Name on Card:

Credit Card Number:

Expiration Date:

Type of Card

Credit Card CV Code



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**SERVICE CHARGE.** If any Rental installment is not paid within 2 day(s) after the due date, the Customer shall pay to the Company a surcharge charge of 1% of monies overdue per day. At this time the Rental will cease and the equipment shall be returned immediately to the Renter

**GEOGRAPHIC TERRITORY.** Rental of equipment is only available to customers in the continental United States of America.

**LATE RETURN CHARGES** A charge of \$100/\$500 per day will be assessed for each day past due date, depending on the equipment (please refer to exhibit A below).

**NON-SUFFICIENT FUNDS.** The Customer shall be charged \$250.00 for each check that is returned to the Company for lack of sufficient funds.

**SECURITY DEPOSIT.** A deposit equal to eight weeks rental may be required for new accounts. This deposit will be returned to the Customer at the termination of this Rental, subject to the option of the Company to apply it against Rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this Rental is terminated. The security deposit shall not bear interest.

**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Company in the condition received from the Company, with the exception of normal wear and tear. The Company or their appointed agent will determine normal wear and tear. All determinations made by the Company are final.

**MINIMUM RENTAL PERIOD.** Minimum rental period is one week payable in advance (by credit card, either Visa, Master Card or American Express).

**RENTAL TERM.** This Rental shall begin on the above effective date and shall terminate on return in fully working condition to the Company's facility. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be Rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state. Batteries that are left on during shipment will be replaced at renter's cost. At any time the Company has the right to terminate the Rental with 7 days notice. The Customer may terminate the Rental **RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT** above. For each rental shipment an extra day is granted for shipping. (ex. Rental for one week is eight days, Rental for two weeks is 15 days, etc.)

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

**MAINTENANCE AND REPAIR.** The Customer shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.

The Customer shall pay all costs required to maintain the equipment in good operating condition. Such costs shall include labor, material, parts, and similar items.

**COMPANY'S RIGHT OF INSPECTION.** The Company shall have the right to inspect the equipment during Customer's normal business hours.

**RETURN OF EQUIPMENT.** At the end of the Rental period, the Customer shall be obligated to return the equipment to the Company at the Customer's expense. Any freight, insurance or customs charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customers account. **Do not ship our equipment via U.S. Post Office.**

**OPTION TO RENEW.** If the Customer is not in default upon the expiration of this rental, the Customer shall have first option to rent the equipment. A new rental agreement needs to be completed and returned to us the day before the date the equipment is due.



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**ACCEPTANCE OF EQUIPMENT.** The Customer shall inspect each item of equipment delivered pursuant to this Rental. The Customer shall immediately notify the Company of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide such notice in writing within 2 day(s) after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

**DISCOUNT FOR NEW PURCHASES** Seventy-five (75%) of rental charges may be applied against the purchase of a new unit (same model) if order is placed before the completion of the rental. A maximum of 2/3rd's the cost of a new unit may be discounted in this manner.

**FAILURE TO PERFORM** If the equipment fails to perform after the initial acceptance it will be the responsibility of the customer to repair and correct the problem. The Company will not be held responsible for any failure of equipment for any reason and the equipment will remain on rental unless a dispensation is granted in writing by the Company to waive the rental fees for the period of non-performance. The company will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

**OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Company shall be deemed to have retained title to the equipment at all times, unless the Company transfers the title by sale. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

**WARRANTY.** The Company makes no warranties; express or implied, as to the equipment rented. The Customer assumes the responsibility for the condition of the equipment.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** If the equipment is damaged or lost, the Company shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Company and subject to this contract.

**LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Rental is the obligation of the Customer, and the Customer shall indemnify and hold the Company harmless from and against all such liability. Customer shall maintain liability insurance of at least \$15,000,000.00 unless waived in writing by the Company.

**CASUALTY INSURANCE.** The Customer shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

**TAXES AND FEES.** During the term of this Rental, the Customer shall pay all taxes, assessments, and license and registration fees on the equipment.

**DEFAULT.** The occurrence of any of the following shall constitute default under this Hire:

- A. The failure to make a required payment under this Rental when due.
- B. The violation of any other provision or requirement that is not corrected within 4 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Customer.
- D. The subjection of any of Customer's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**RIGHTS ON DEFAULT.** If the Customer is in default under this Rental, without notice to or demand on the Customer, the Company may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. The Company shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.



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**NOTICE.** All notices required or permitted under this Rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Rental.

**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION.** No modification or amendment of this contract shall be effective unless in writing and signed by both parties. All James Instruments Inc. standard terms of sale unless otherwise noted in the rental agreement apply to this contract.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Illinois.

**SEVERABILITY.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

**CERTIFICATION.** Customer certifies that the application, statements, trade references, and financial reports submitted to Company are true and correct and any material misrepresentation will constitute default under this contract.



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For ( the "Customer" ),

[Redacted]

Bill to Company Name

[Redacted]

Ship to Company Name

[Redacted]

[Redacted]

[Redacted]

Bill To Company Address

[Redacted]

Ship To Company Address

[Redacted]

Contact Telephone Number

[Redacted]

(Signature)

[Redacted]

(Name /Print)

For,  
James Instruments Inc. (the "Company"),  
3727 N. Kedzie Avenue,  
Chicago, IL 60618

[Redacted]

(Signature)

[Redacted]



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### EXHIBIT A -Equipment Schedule

| Instruments                                       | Late Charge          | Weekly Rate      | Consumables  |
|---|----------------------|------------------|--|
| Mini R-Meter R-HR-8000                            | (100.00)             | 440.00           |  |
| Rebarscope R-C-400<br>Rebarscope Complete R-C-410 | (100.00)<br>(500.00) | 535.00<br>870.00 |  |
| Bond Tester P-C-7300                              | (100.00)             | 735.00           | P-081-10700-002<br>2" Steel Disc \$78.00 each<br>P-C-7255 \$53.00<br>Devcon 2 Ton Epoxy              |
| V-Meter V-C-400                                   | (100.00)             | 775.00           | V-C-4874<br>Grease \$151.00 per tube   |
| Vu-Con V-V-100                                    | (500.00)             | 1,800.00         |  |
| Windsor HP System Z-WP-1000                       | (100.00)             | 420.00           | U-PRS-01-01<br>Silver Probes \$56.00 per set of 3<br>U-PRS-03-03<br>Gold Probes \$66.00 per set of 3 |
| Windsor Pin System W-P-2000                       | (100.00)             | 525.00           | W-053-10224-000<br>Steel Pins \$42.00 each   |
| Chlorimeter C-CL-3000                             | (100.00)             | 475.00           | C-CL-2012<br>Extraction Liquid/CL-2012 \$117.00  |
| E-Meter V-E-1000                                  | (500.00)             | 3150.00          |  |
| Gecor 8 C-CS-8000                                 | (500.00)             | 3,500.00         |  |
| Cormap C-CM-4000                                  | (100.00)             | 370.00           | C-CM-4210<br>Copper Sulfate \$107.00 for a 8 oz jar  |



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| Instruments  | Late Charge          | 1 Week           | Consumables  |
|--|----------------------|------------------|--|
| Ohmcorr System C-RM-8000                                 | (100.00)             | 275.00           |  |
| Trident Moisture Meter T-T-90                            | (100.00)             | 315.00           |  |
| Aquaprobe T-S-30   | (100.00)             | 240.00           |  |
| Cementometer Type R T-C-20<br>Cementometer Type L T-C-10 | (100.00)<br>(100.00) | 315.00<br>315.00 |  |
| Cormap II C-CM-5000-CU                                   | (500.00)             | 575.00           | C-CM-4210<br>Copper Sulfate \$107.00 for a<br>8 oz jar |





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**EXHIBIT A -Equipment Schedule**

| Instruments   | Late Charge | 1 Week   | Consumables |
|---|-------------|----------|-------------|
| Digital Test Hammer W-D-2000  | (500.00)    | 450.00   |             |
| Standard Anchor Test Kit for Load Verification P-C-7280   | (100.00)    | 420.00   |             |
| Super Anchor Test (Imperial)<br>- for Testing Anchors Over 3/4<br>Of An inch (20 Mm) in Diameter<br>P-C-7290I | (500.00)    | 1,800.00 |             |
| Super Anchor Test (Metric)<br>- for Testing Anchors Over 20<br>Mm (3/4 in.) in Diameter P-C-<br>7290M         | (500.00)    | 1,800.00 |             |