



### StrikeFirst Rental Agreement

THIS AGREEMENT, made on , by and between,  hereafter called the Lessee, and TimeMachines by CSS, hereafter called the Lessor. Lessee and Lessor, for the consideration hereafter named, agree as follows:

Under the General Conditions of the Lease attached to this sheet, Lessor hereby leases to Lessee the number of StrikeFirst Digital Score Keepers listed below for at their location for the time listed below. Lessor shall furnish such equipment, in operative condition.

Number of StrikeFirst Units:	<input type="text"/>
Dates of Usage:	<input type="text"/>
Receiver Name:	<input type="text"/>
Street Address1:	<input type="text"/>
Street Address2:	<input type="text"/>
City:	<input type="text"/>
State:	<input type="text"/>
Zip Code:	<input type="text"/>
Phone Number:	<input type="text"/>
Email Address:	<input type="text"/>

#### **GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)**

The conditions of lease stated below, together with the Agreement set forth throughout the rest of this document, constitute a contract between the parties named previously and hereafter referred to as “this Agreement”.

- 1) **RENTAL PERIOD.** The rental period will cover the time from the Monday before the stated event weekend until the Friday after the rental weekend. Units returned after the rental period may be subject to a \$25 per day late return fee.
- 2) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named previously, including all shipping charges, in advance of the RENTAL PERIOD. A credit card shall be provided for purposes of payment; it will not be charged until the units are shipped.
- 3) **SECURITY DEPOSIT.** No security deposit will be collected in advance of the RENTAL PERIOD, however the Lessee agrees that their credit card will be used to pay the rental charges and be kept on file to be used at the end of the lease period to recover any lost product or damages to the product.
- 4) **MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and return it in such condition as it arrived to Lessor, ordinary wear and tear resulting from proper use thereof alone expected.



- 5) **REPAIRS.** The expense of all repairs resulting from mis-handling during the RENTAL PERIOD, including labor, material, parts and other items shall be paid by Lessee. A schedule of common repairs, and their costs, can be found in Appendix Section A.
- 6) **CANCELLATION:** If for any reason, the Lessee needs to cancel the lease contract prior to their event, 2 weeks notice is required to allow for possible reallocation of rental units. If cancellation occurs between 2 weeks prior to and shipment of rental units, a 10% restocking fee may be imposed at the Lessor's discretion. Once the units have been shipped, full rental charges will apply.
- 7) The Lessor guarantees that the product under lease will be in good working order when it leaves its place of business and that if it arrives to lessee in non-working order, the lessee will be able to receive their money back for the rental and shipping costs of that unit. Lessee also agrees that their sole and only remedy for damages is the refund of their payment and cannot exceed the original amount paid. It is strongly suggested that all leased product be inspected upon arrival for any damage during transit, allowing the Lessor to potentially correct the issue. If Lessor has not heard from Lessee about issues in the leased equipment prior to there usage date, it will be presumed that equipment arrived in good order.
- 8) **RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said equipment is in Lessor's physical control. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.
- 9) **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment.
- 10) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
- 11) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

I agree to the conditions set forth in this rental agreement.

					<b>Credit Card Information</b>	
Signature (sign above):		Date:	<b>Number:</b>			
			<b>Expires:</b>			
Printed Name (sign above):			<b>3 Digit Code</b>	ZIP Code:		

**Please return first two pages of this document by FAX to: (206) 350-2776  
or email to [tmsales@css-timemachines.com](mailto:tmsales@css-timemachines.com),  
or call in your CC number if desired to 402-261-8688 x200**



## Appendix

### Section A – Charges for common repairs

1. Late return, \$25 /day
2. Damage Beyond normal where an tear
  - a) Broken Front Lens, \$10
  - b) Heavily scratched or dented metal, \$30
3. Lost of entire StrikeFirst unit, \$249.99
4. Lost batteries, \$20 (per 8AA rechargeable batteries)
5. Lost battery pack enclosure, \$10
6. Lost Pelican Case, replacement cost, \$150-\$300

### Other things to consider:

- 1) If the tournament is expected to run long, it may be a good idea to have some extra alkaline AA batteries on hand. The battery monitor in the StrikeFirst will start to display “batt” when the batteries are low before each match is begun. It is setup to allow 10 to 15 minutes of usage before the StrikeFirst will actually fail. The batteries are accessible from the back of the StrikeFirst and are easily replaced with standard off the shelf AA batteries. The StrikeFirst takes 8 batteries to operate. Buy a bunch and return what you don't need. Please note, the StrikeFirst must be returned with the provided rechargeable batteries to not generate a fee.
- 2) If the units are being shipped UPS for your event, please let us know if you are unable to get them dropped off at a UPS location so that we can arrange pickup. There will need to be somebody available at the pickup location on the Monday following the event that UPS can pick up from.