



DTC* 11999 E. Caley Ave. Suite A Centennial, CO 80111
 Phone 303-778-0600 Fax 303-778-8056
 *Colorado Springs 4905 N. Union Blvd Suite 100 Colorado Springs, CO 80918
 Phone: 719-434-4080

RENTAL AGREEMENT

CUSTOMER INFORMATION

FULL LEGAL NAME OF COMPANY			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING ADDRESS	
CITY	STATE	ZIP	FEDERAL TAX I.D. #	EMAIL

EQUIPMENT AND PAYMENT INFORMATION

QUANTITY	EQUIPMENT DESCRIPTION	UNIT PRICE / PER	EXTENDED AMOUNT
Network Connectivity Fee (Allows for up to 2 hours IT time if required - \$200.00)			
		Deposit	Each
NOTE: Toner, Developer, and Fuser Oil are included (excludes supplies for Printer-Only and Facsimile Only devices, unless otherwise indicated) excludes Paper and Staples		Subtotal	
Rental includes Minimum No. of Monthly Images – B&W	Excess Image Charge – B&W*	Tax	
Rental includes Minimum No. of Monthly Images – Color	Excess Image Charge – Color*	Delivery & Removal Fee	
*Plus applicable taxes		Balance Due	

ACTION ITEMS

- **Customer is responsible** for any loss or damage to the rental equipment.
- **Billing:** Base payment is billed in advance, overages billed in arrears.
- **Customer must provide** credit card as security deposit. Credit card will be billed for balance due at time of equipment removal.
- **Return of Equipment and Materials:** A \$75.00 attempt charge will be made for cancellation of a scheduled rental removal, unless we are given 24 hour written notice. A \$50.00 charge will be made for any manuals not returned.

ORDER AGREEMENT ACCEPTANCE

I have read and understand the terms and conditions (see back) of this agreement.

	X	
CUSTOMER (COMPANY NAME)	AUTHORIZED SIGNATURE	TITLE
	PRINT NAME OF SIGNOR	DATE
Onit	X	
	Onit AUTHORIZED SIGNATURE	TITLE
Onit ACCOUNT MANAGER	PRINT NAME OF SIGNOR	DATE

Onit Rental Maintenance Agreement Terms and Conditions

1. **Agreement.** Customer hereby hires Onit Office Products to provide equipment, supplies and service.
2. **Services.**
 - A. Onit will provide repairs and preventative maintenance, such as lubrication, cleaning, adjustments and replacement of unserviceable parts during the regular eight-hour business day, 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays).
 - B. Onit may provide after-hour service upon Customer's request at the after hour service rate in effect at the time that such service is rendered. After-hour service is not always available, and request must be made with Onit's service manager at least two hours prior to the end of regular work hours.
 - C. Customer agrees that Onit will not be required to perform maintenance made necessary due to Accident. Customer's carelessness or neglect, failure of electrical power, unauthorized equipment modification, tampering, service made by other than Onit, causes other than ordinary use, interconnection of Equipment by electrical, electronic, or mechanical means with non-capable equipment, or failure to use manufacturer's operating systems software or use of unauthorized modifier or altered manufacturer's operating system software. If Onit needs to provide maintenance, as a result of any of the above causes, Customer agrees to pay for such maintenance at ABP's then current Time and Material rates, plus parts cost.
3. **Customer's Obligations.** Customer agrees that it shall not place the Equipment serviced hereunder in a location, which in Onit's opinion, exposes such Equipment or service technician to excessive physical, electrical or environmental hazard. Customer also agrees not to use any supply item or accessory, which, in Onit's opinion, exposes the Equipment serviced hereunder to excessive damage or is likely to increase the requirements of such Equipment. Customer further agrees not to relocate Onit's Equipment without express written consent of Onit's service manager. Such written consent must be obtained by Customer at least one week prior to relocation. If Onit agrees to relocation, contract will be modified to reflect new location. If new location is out of Onit's service area, Customer must make arrangements with salesperson for new contract, which may be refused at sole discretion of Onit. If Customer relocates the equipment without Onit's authorization, they may be in default of Agreement.
4. **Price.** Except as otherwise provided herein, charges are based upon the Machine Use Charge, Excess Copy Charge, delivery and removal charges, and any charges associated with excess rigging as stated in contract.
5. **Compliance.** Customer shall use the Equipment in a careful and proper manner and shall comply with and conform to all governmental laws, ordinances, and regulations in any way related to the possession, use and/or maintenance of the Equipment.
6. **Inspection Right.** Onit shall at any and all times during Customer's business hours, have the right to enter into and on the premises where machine is located for the purpose of inspecting the same or observing its use.
7. **Alterations.** Without the prior written consent of Onit, Customer shall not make any alterations, additions or improvements to the Equipment. All repairs and maintenance shall be performed solely by Onit's authorized personnel. If Customer makes any unauthorized alterations, additions or improvements to the Equipment, Onit will bill Customer for damage and may cancel this Agreement.
8. **Taxes.** Customer shall pay all taxes (municipal, state and federal), which may now or hereafter arise from this Agreement.
9. **Default.** Onit reserves the right to refuse services, supplies, and guarantees related to this Agreement when an account is in default. If Customer does not pay any amount due when it is due, Customer is in default. If Customer defaults, we can demand that Customer pay the remaining balance of the Agreement. In the event that Customer fails to make payment within 45 days from the invoice date, Customer gives Onit permission to remove the equipment from Customer's location. In the event of default, Customer shall be liable to Onit for all expenses and costs related to collection, repossession, storage and legal costs.
10. **Notices.** Notices required pursuant to this Agreement shall be mailed to Onit at the address identified on Customer's most recent invoice, and to Customer at the Billing Address specified on the cover sheet of this Agreement. All notices made pursuant to this Agreement will be effective upon the date of postmark.
11. **Force Majeure.** Onit shall not be liable for non-performance caused by circumstances beyond its control including, but not limited to, work stoppages, fire, civil disobedience, riots, rebellions, and acts of God.
12. **Disclaimer of Warranties.** THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.
13. **Limitation of Liability and of Remedy.** Onit SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFITS. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.
14. **General.**
 - A. This Agreement and any attachments, contain the full and entire Agreement between the parties hereto.
 - B. Neither this Agreement nor any right granted hereunder may be assigned by Customer voluntarily or by operation of law without Onit's prior written consent.
 - C. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, or assigns of the respective parties.
 - D. This Agreement shall not be amended or altered in any manner unless such amendment or alteration is in writing. This Agreement supersedes any and all oral or written agreements of the parties with respect directly or indirectly to Onit. Any such prior oral or written agreements are hereby made null and void and of no force or effect.
 - E. The Agreement shall be governed by and construed and enforced under the laws and judicial decisions of the State of Colorado (SOME COUNTY IN COLORADO**). Should any party litigate any action to enforce or construe any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
 - F. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and they shall not effect the construction of interpretation of this Agreement.
 - G. If any clause, sentence, paragraph or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court or other tribunal of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder of this Agreement or the application thereof, but shall be confirmed in its operation to the clause sentence paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the circumstances involved. It is the intent of the parties that this Agreement would have been accepted even if such invalid provisions had not been included.
 - H. Customer will provide proper space and environmental conditions as specified in the OEM original guidelines.
15. **Replacement of Machines and Accessories.** If Onit, in its sole judgment, cannot maintain the equipment in good working order, Onit shall replace the equipment with another unit in good working order of the same product designation subject to the following provisions:
 - A. Onit may replace the equipment, and/or accessories, with the same model, or comparable equipment with similar capabilities. If a replacement unit is required, Onit will bear all equipment placement, removal, and transportation charges, exclusive of excess rigging.
 - B. No additional warranties apply to the replacement unit. The replacement unit is the property of Onit.

**Automated Business Products
11999 E. Caley Ave, Unit A
Centennial CO 80111**

Credit Card Authorization Form

Date: _____

Company Name: _____

Name on card: _____

Visa/Mastercard/Amex# _____

3 Digit Code _____

Expiration Date: _____

Signature _____

**Billing
Address** _____

I authorize Automated Business Products, Inc. to use my Visa, MasterCard or American Express card for all purchases related to any signed agreements for equipment rentals.

Phone # _____

Email _____

Notes: _____



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Equipment Delivery Request

CUSTOMER INFORMATION

COMPANY NAME		ADDRESS	
CITY	STATE	ZIP	
CONTACT	PHONE	FAX	

REQUEST DELIVERY AND / OR PICK UP DATE

Delivery Date: AM PM
 Pickup Date: AM PM

DELIVERY INSTRUCTIONS

Freight Elevator
 Dock High Loading
 Standard Elevator
 Stairs (No. of steps _____)

SETUP

Equipment to be installed on network / computers? Yes No
Equipment placement for: Sales / Lease Demonstration Rental Service Loaner

CUSTOMER EQUIPMENT TO BE RETURNED

MODEL	SERIAL #
Equipment to be retained by ABP? <input type="checkbox"/> Yes <input type="checkbox"/> No	Equipment to be returned to lease company? <input type="checkbox"/> Yes <input type="checkbox"/> No

ADDITIONAL NOTES

MODELS AND ACCESSORIES

NEW / REBUILT	MODEL AND ACCESSORIES	VENDOR ID #	SERIAL #	ABP ID #	METER READ

ACCOUNT MANAGER

Customer Satisfaction Acknowledgment

I agree that the System, as listed on this Equipment Delivery Request form, has been installed, customer personnel trained, and are functioning to our satisfaction:

CUSTOMER PRINTED NAME	CUSTOMER AUTHORIZED SIGNATURE	DATE
ABP REPRESENTATIVE	ABP REPRESENTATIVE SIGNATURE	DATE