

**PROGEAR, LLC (d.b.a: PROGEAR) RENTAL ACCOUNT AGREEMENT**

In order to get you on your way without delay, we need the following from you:

Step 1: Completely fill out and return the Rental Account Agreement.

Step 2: Provide a copy of your current Driver's License and Credit Card (front & back).

Step 3: [Provide a Certificate of General Liability Insurance naming ProGear, LLC. as Additional Insured and/or Loss Payee, with limits not less than \\$1,000,000.00 for General Liability Insurance, including Premises Liability and Product/Completed Operations Liability Insurance and the full replacement cost of rented equipment on an All Risk, Replacement Cost basis. Equipment must be returned in the manner it was rented.](#)

If you have any questions along the way, please feel free to contact one of our knowledgeable staff. You can contact ProGear at:

Peter Biasotti  
1740 W. Carroll Ave, Chicago, IL 60612  
Phone: 312-376-3770  
Fax: 312-376-3772  
Email: [peter@progearrental.com](mailto:peter@progearrental.com)

By submitting this Rental Account Agreement, you agree that any Rental Agreement made between yourself and ProGear will include the terms set forth herein.

**DESCRIPTION OF EQUIPMENT:** The Equipment subject to this Agreement shall be the specific item(s) of Equipment listed on the Rental Agreement executed at the time of delivery of such Equipment (the "Equipment"). Upon pickup of the Equipment by Customer at ProGear's place of business, or upon receipt by Customer after shipment of the Equipment by ProGear, it is Customer's responsibility to determine that the order is complete and to notify ProGear, prior to taking delivery, of any discrepancies.

**TERMS OF RENTAL:** Unless otherwise specified herein or in the Rental Agreement, all Equipment shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Equipment is delivered to Customer and the time it is returned to ProGear. Pickup of the Equipment by the Customer from ProGear or shipment of the Equipment by ProGear after 4:00 p.m. shall not be deemed a rental day. Return of the Equipment to ProGear after 10:00 a.m. will be deemed an additional rental day. Where the Equipment has not been returned to and received by ProGear by the date specified in the Rental Agreement, rent shall continue to accrue on the Equipment on a day-to-day basis at the rate set forth in the Rental Agreement until such time as the Equipment has been returned to and received by ProGear. Regardless of the period of rental specified in the Rental Agreement, ProGear, by notice to the Customer, may cancel any Rental Agreement at any time during the term of rental if, in the sole discretion of ProGear, it is determined that the Customer is misusing equipment, the terms of this Agreement are not being met, or the Customer has breached this Agreement in any other manner.

**DELIVERY:** The Customer, by signing this Rental Account Agreement, acknowledges that the Equipment will be deemed "delivered" when it leaves ProGear's place of business in the possession of the Customer or any third party carrier. The Customer bears full responsibility for all selection of and payment to any third party carrier, and for any other obligations under applicable transportation agreements, unless other arrangements are made in writing and signed by the Customer and an authorized representative of ProGear. In the event ProGear agrees in writing to deliver the Equipment to a location away from ProGear's place of business, the Customer shall provide ProGear with detailed written instructions for such delivery. If the Customer fails to provide such instructions, or if such instructions fail to address any aspects of the delivery process, Customer shall be deemed to have authorized ProGear to accomplish delivery in any manner that ProGear, in its sole discretion, deems appropriate, including use of a third party carrier selected by ProGear. Under all circumstances, the Customer agrees to bear the entire risk of loss and/or damage to the Equipment once it is no longer in the physical custody of authorized ProGear employees.

**RETURN:** Except as otherwise provided herein, the Equipment shall be deemed "returned" to ProGear when it has been returned to and received by ProGear at ProGear's place of business. The Customer shall continue to bear any and all risks of loss and/or damage to the Equipment until return has been accomplished in this manner. Equipment that has been damaged or destroyed while in the possession of the Customer, an agent of the Customer or any third party carrier, shall not be deemed to have been "returned" to ProGear until such time as it has been repaired and the Customer has been released in writing by an authorized representative of ProGear from liability for any further rent, or ProGear has received full replacement value from the Customer or the Customer's insurer. Likewise, Equipment that has been lost, stolen or seized by a governmental agency prior to being returned to and received by ProGear shall not be deemed to have been "returned" to ProGear until ProGear has received full replacement value from the Customer or the Customer's insurer or the Equipment has been released by the governmental agency or third party and is in the physical custody of authorized ProGear employees in an undamaged condition. Under no circumstances shall equipment be deemed to have been returned to ProGear until such time as each item has been unpacked

from its shipping container, examined by ProGear's employees, individually bar code scanned into the ProGear computerized inventory system as returned and undamaged, and a receipt issued by ProGear.

**RATES AND CHARGES:** The rent payable for any item of Equipment shall be the rate set forth in the Rental Agreement. This rate is offered to Customer based upon Customer's credit information available to ProGear at the time of rental. This completed Rental Agreement must be signed and returned to ProGear at least three (3) days prior to the first rental. If this information is incorrect or changes during the course of a rental, ProGear may revise the applicable rate by notifying the Customer in writing. Rent is payable according to the terms contained on ProGear's Rental Agreement. If not paid when due, rent shall bear interest at the rate of one and one-half percent (1 1/2 %) per month from the date rental charges were incurred. Any discounts granted by ProGear may be revoked at any time after thirty (30) days. ProGear's published rates are subject to change prospectively at any time without notice. All rates are FOB ProGear, and Customer is responsible for all shipping and delivery charges. ProGear may assess an additional charge in accordance with its then current rate schedule for pickup and delivery, early pickup services during non-business hours, and technical support for the operation of Equipment. Canceled orders will be subject to ProGear's then current cancellation charge. No allowance will be made for items delivered to, but not used by the Customer. The Customer shall pay all taxes, transportation charges, duties, broker's fees, bonds, or other costs imposed by reason of the rental of the Equipment by the Customer.

**LIMITED WARRANTY:** ProGear warrants that, when delivered to the Customer, all Equipment will be operational to accepted manufacturer's specifications. In the event of malfunction, Customer must notify ProGear immediately. ProGear will have no responsibility for any malfunction reported after termination of the rental for such Equipment. Customer shall not attempt to service or repair any of the Equipment and any attempt by the customer to service or repair Equipment will void the limited warranty provided herein. The limited warranty provided herein shall not apply to any malfunction resulting from mishandling or improper operation of the Equipment after delivery to the Customer. ProGear shall have no liability arising out of the Customer's inability to operate the Equipment in accordance with manufacturer's instructions and contemplated use. Except as set forth herein, ProGear makes no warranty with respect to the Equipment. ProGear expressly disclaims any warranty, implied or otherwise, that the Equipment is suitable for Customer's intended use. ProGear shall not be liable for any consequential damages suffered by the Customer or any third party. ProGear's liability for any breach of the warranty granted hereunder shall be, in ProGear's discretion, limited to replacement or repair of any malfunctioning Equipment or a refund of any rent paid by the Customer in connection with such Equipment.

**DAMAGE:** The Customer acknowledges that when the Equipment is delivered to the Customer, the Customer will have examined the Equipment and found it to be in good working order. The Customer shall have full responsibility and liability to ProGear for the actual cost to repair or replace any Equipment which during the period between delivery to the Customer and return to ProGear has been lost, stolen, or damaged from any cause whatsoever (other than from a malfunction to which ProGear's limited warranty applies or ordinary wear and tear). The Customer assumes any and all risks of loss once the Equipment leaves ProGear's place of business until such time as the Equipment is returned to ProGear in the manner provided herein, except at such times as the Equipment is in the exclusive control of authorized ProGear employees. The Customer shall also be liable to ProGear for any continued rental charges during a reasonable time required to repair or replace damaged Equipment. To the extent the Customer is responsible under this Rental Account Agreement for such damage or loss, the Customer shall be liable to ProGear for the full replacement cost of all Equipment which must be replaced as a result of damage, loss or customer's failure to return the Equipment to ProGear. The liability of Customer hereunder is primary and shall not be reduced in the event ProGear receives proceeds from its own insurance. Acceptance by ProGear of the return of any Equipment shall not be deemed a waiver by ProGear any claims which ProGear may have against the Customer under this paragraph, even though any damage for which the Customer is liable hereunder is discovered later.

**RENTAL INSURANCE PROVIDED BY CUSTOMER:** Prior to taking delivery of the Equipment, the Customer shall provide to ProGear a Certificate of General Liability Insurance acceptable to ProGear, with ProGear named as the Loss Payee, in a form and amount (not less than \$1 million) satisfactory to ProGear, evidencing Customer's insurance covering all risk of loss to the Equipment, worldwide, at replacement cost value plus any continuing rental charges at the same rate set forth on the Rental Agreement (such payments to continue until the date of receipt of the replacement cost by ProGear), including coverage of the Equipment while in transit. The Customer's insurance must include rented or leased Equipment coverage and must provide coverage during the entire time of rental or lease, including transportation of the Equipment to and from ProGear's place of business, even if such transportation is accomplished by a third party carrier. This Customer's insurance binder must have an expiration date of no less than thirty (30) days past the end of the rental period. If the certificate is to be modified, amended, or changed, a new certificate must be on file prior to the expiration date of the original.

**USE OF EQUIPMENT:** The Customer shall at all times retain the Equipment in its own custody. The Customer shall operate the Equipment in accordance with the manufacturer's instructions and contemplated use and shall not use the Equipment in any manner which will subject it to abnormal or hazardous conditions, including, but not limited to: not using the Equipment in

accordance with manufacturer's instructions and contemplated use, negligence (defined as, but not limited to, failure to provide prudent security measures to prevent theft or carelessness in maintaining the Equipment properly); or misuse (defined as, but not limited to, improper use of the Equipment causing damage due to the utilization of the Equipment in a manner for which it is not designed). The Customer shall not make any alterations or improvements to the Equipment without the prior written consent of ProGear and shall not deface, remove, or cover any nameplate on the Equipment showing ProGear's ownership. All Equipment shall be operated in accordance with applicable Federal, State and local laws.

**INDEMNIFICATION:** The Customer hereby agrees to indemnify and hold ProGear harmless from and against any and all losses and/or claims, including without limitation reasonable attorneys' fees, arising out of Customer's possession, use or operation of the Equipment of the Equipment during the time between delivery of the Equipment to the Customer and its return to ProGear.

**TITLE MATTERS:** This Rental Account Agreement, and any Rental Agreement, constitute a lease and not a sale of the Equipment or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Equipment. Title to the Equipment shall remain at all times in ProGear. The Customer hereby acknowledges ProGear's ownership and title in the Equipment and agrees to keep the Equipment free of all liens, levies, and encumbrances. This Agreement constitutes a lease to the Customer exclusively and the Customer shall not assign any rights under this Agreement, or sublease the Equipment ,to any other person or entity). ProGear shall have the right to assign its rights and obligations under this Agreement without the consent of the Customer. In the event of any such assignment, the Customer waives the right to assert any claim by the Customer against ProGear as a defense against any such assignee.

**RIGHT OF ENTRY AND INSPECTION:** ProGear shall have the right to inspect the Equipment at any time during the rental term. Customer shall make any and all arrangements necessary to permit a qualified representative of ProGear access to the location of the Equipment. If a breach of any of the provisions of the Rental Agreement occurs, ProGear has the right to take possession of the Equipment without legal process, without liability to Customer, and without prejudice to ProGear's right to receive rent due or accrued, up to and including the date of removal of the Equipment.

**GOVERNING LAW:** This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue in any action involving the Equipment, this Rental Account Agreement, or any Rental Agreement, shall be in courts having situs in Cook County, Illinois. The prevailing party in any proceeding shall be entitled to an award of reasonable attorneys' fees and litigation costs.

**NOTICE:** Any notice required or permitted to be sent under this Agreement shall be deemed given and received (i) when delivered to the business office of the addressee by messenger or express mail delivery; (ii) two (2) days after deposit in the U.S. Mail with first class postage prepaid to the address set forth on this Rental Account Agreement; (iii) when faxed (with fax confirmation) to the party at the fax number set forth in this Rental Account Agreement; or (iv) when emailed to an email address set forth in this Rental Account Agreement.

**INVOICES & RECEIPTS:** Terms and conditions set forth in any Invoice or Receipt issued by ProGear pursuant to a Rental Agreement shall be deemed part of the Rental Agreement.

**MISCELLANEOUS:** This Rental Account Agreement, the Rental Agreement and any written amendments thereto, shall constitute the entire Agreement of ProGear and the Customer with respect to the Equipment. This Agreement may not be modified except in writing signed by both the Customer and an authorized representative of ProGear. All obligations of the Customer hereunder shall survive expiration of the rental term set forth in the Rental Agreement, as amended. Notwithstanding any prohibition on assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. The person signing this Agreement on behalf of the Customer warrants that such individual has been duly authorized to execute this Agreement and to bind the Customer to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement and the remainder shall be deemed fully enforceable. The Customer hereby represents to the best of its knowledge, that all information provided in this Rental Account Agreement and any Rental Agreement is true and correct. By signing this Rental Account Agreement and accepting delivery of Equipment from ProGear, the Customer agrees to be bound by all of the Rental Terms and Conditions in effect from time to time, as set forth herein.

**CREDIT CARD INFORMATION:** ProGear reserves the right to run an authorization on the Customer's credit card for the total amount of the rental at the time the Rental Agreement is executed, or at any time thereafter. The Customer hereby authorizes ProGear to charge the credit card listed below for all invoice amounts, without subsequent prior written or verbal notification to the cardholder. It is the Customer's responsibility to contact ProGear's accounting department of any changes in the Customer's credit card account, in order to arrange for an alternative card to be used.

**CUSTOMER AFFIRMATION:** Customer affirms that its authorized representative has read the foregoing terms and conditions, and understands same, and that Customer has freely sought and taken, or foregone, legal advice, as its interests have dictated.

## PROGEAR RENTAL AGREEMENT

**NAME:** \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Office #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

### CREDIT CARD INFORMATION

Name on Credit Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Digital Signature (if applicable): \_\_\_\_\_

Card Number:

Expiration (month / year):

Security Code (3 for MC, VS, DC - 4 for AMX):

Credit Card Billing Address: \_\_\_\_\_

*A clear, crisp legible image, front and back of both the credit card and drivers license that appear above will also be required.*

### DRIVER'S LICENSE

Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### INDUSTRY REFERENCE (rental house)

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

### OFFICE USE ONLY

Customer # **CH-** \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_