



MERIAM PROCESS TECHNOLOGIES
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is entered into by and between Meriam Process Technologies (“Meriam”) and _____ (“Renter”).

Meriam agrees to rent to Renter (insert product name/model number and list accessories included) (the “Product(s)”), pursuant to the terms and conditions set forth below.

1. This Agreement shall be accompanied by a Purchase Order (“PO”) which shall set forth the price, payment terms and duration of this Agreement.
2. Rental period begins on the date shipped and ends on the date Product(s) are received at Meriam.
3. Pricing does not include shipping from Meriam’s warehouse. Renter is responsible for all delivery and shipping costs.
4. This Agreement must be executed by Renter and returned to and accepted by Meriam prior to shipment of the Product(s).
5. Product(s) will be shipped to the address specified by the Renter and will include all applicable instruction manuals and calibration certifications.
6. Only Renter and its employees and agents may use the Product(s) pursuant to this Agreement. The Product(s) shall not be sublet by Renter, nor shall Renter assign or transfer any interest in this Agreement without the prior written consent of Meriam. Renter shall not pledge or encumber the Product(s) in any way.
7. Meriam shall at all times retain ownership and title of the Product(s). Renter shall give Meriam immediate notice in the event that any Product(s) are levied upon or about to become liable or are threatened with seizure, and Renter shall indemnify Meriam against all loss and damages caused by such action.
8. The Product(s) will be covered by Meriam’s applicable standard product warranty as provided to Renter.

9. Renter shall indemnify, defend and hold harmless Meriam from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses) for any property damage or personal injury arising from Renter's use of the Product(s) by any cause, except for Meriam's gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement.
10. Renter shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Product(s) and shall see that the Product(s) are not subjected to careless, unusually or needlessly rough usage. While in its possession, Renter shall, at its own expense, maintain the Products in good repair and operative condition. Renter assumes all risks and is fully responsible for any loss or damage to the Product(s) while in Renter's possession until the Product(s) are returned to Meriam's possession.
11. Unless Renter gives Meriam written notice of each defect and/or any missing accessories within three (3) days after receipt of the Product(s), it shall be conclusively presumed that all Product(s) were received and delivered in good condition to Renter. All Product(s) shall be returned to Meriam in the same condition as they were delivered to Renter. Renter shall be responsible for replacement costs if the Product(s) are not returned because they are lost or stolen, or repair costs if any part of the Product(s) are damaged and in need of repair to return them to the same condition they were in at the time of rental, normal wear and tear excepted. Meriam will invoice Renter for any such charges, which are due and payable to Meriam within ten (10) business days of the invoice date.
12. Any questions regarding use or return of the Product(s) shall be directed to Meriam's Customer Service Department at **216.281.1100**.
13. Renter shall return the Product(s) to Meriam within five (5) business days of the return date set forth on the PO ("Return Date"). Product(s) shall be shipped back to Meriam at Renter's risk and expense.
14. Upon return of the Product(s), Meriam will inspect the equipment and, if applicable, delete any Renter specific files or information from the Product(s) before renting it to another entity.
15. If Renter fails to return the Product(s) to Meriam within the required time frame, Meriam will charge Renter a per diem fine equal to the daily contract rate. If, after thirty (30) days from the Return Date, Renter has still not returned the Product(s), Renter shall be charged the full market value of the unreturned Product(s). Such amount shall be due and payable to Meriam within ten (10) business days of the date of the invoice.
16. Meriam may terminate this Agreement at any time upon Renter's breach of any of the terms and conditions set forth herein, and Renter shall immediately return the Product(s) to Meriam upon notice at Renter's risk and expense. Renter shall forfeit all rental fees paid to Meriam.
17. Renter shall pay all reasonable attorney's and other fees, expenses and costs incurred by Meriam in protection of its rights under this Agreement and for any action taken by Meriam to collect any amounts due to Meriam under this Agreement.
18. This Agreement constitutes the entire agreement between Meriam and Renter; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

RENTER HAS READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS AND CONDITIONS.

Printed Name: _____ Company: _____

Signature: _____ Date: _____