



# Schulmerich Bells Short-Term Rental Agreement

P.O. Box 903 • Carillon Hill • Sellersville, PA 18960-0903

NAME: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF EQUIPMENT: \_\_\_\_\_

EQUIPMENT VALUE: \_\_\_\_\_

LENGTH OF RENTAL TERM: \_\_\_\_\_ NO. MONTHS Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

MONTHLY RENTAL AMOUNT: \_\_\_\_\_ DEPOSIT TOTAL: \_\_\_\_\_

TAX ON MONTHLY RENTAL: \_\_\_\_\_ FULL TERM RENTAL AMOUNT: \_\_\_\_\_

**RENTAL TERM:** Upon acceptance of this agreement by Schulmerich at its home office, Schulmerich and Renter agree that Renter shall rent the above described equipment from Schulmerich for a term not to exceed four months, which term shall commence upon shipment of the above described equipment by Schulmerich.

**RENTAL PAYMENTS:** Payment equal to rent must accompany delivery to Schulmerich of the agreement signed by the Renter. Upon acceptance of this agreement by Schulmerich, Schulmerich will apply the payment to the first month's rent commencing the 15th day after shipment. Subsequent monthly payments shall be payable each month thereafter on that same date of each month.

**TAXES:** In addition to rental, Renter agrees to pay Schulmerich all sales/use, personal property and/or other taxes or levies applicable to the rental and/or purchase of said equipment and levied or assessed against Schulmerich or against said equipment.

**SHIPPING CHARGES:** All shipments are F.O.B. Sellersville. Shipping charges will be invoiced separately after shipment and are payable upon receipt of invoice. When bells are returned to Schulmerich, Renter agrees to pay all shipping charges.

**SCHULMERICH'S SECURITY:** For Schulmerich's protection, Renter agrees to execute any further assurances and documents covering the above-described equipment requested by Schulmerich. Renter agrees to keep the equipment insured against all risk of loss for the amount of the purchase price, under extended coverage policy in form and with insurance company acceptable to Schulmerich. Renter agrees to name Schulmerich as loss payee under such policy and shall deliver such policy to Schulmerich. Schulmerich agrees to credit any insurance proceeds to sums due to Schulmerich by Renter. Risk of loss shall be upon Renter upon shipment of equipment FOB Schulmerich's dock, Sellersville, PA and shall remain upon Renter until equipment is returned to Schulmerich's dock.

**TERMINATION:** Upon default by Renter on any of Renter's obligations hereunder, Schulmerich shall have the right, among other remedies given to Schulmerich under law, to terminate this agreement. This right shall be exercisable by Schulmerich at any time following default. Forbearance by Schulmerich in exercising its rights shall not waive such right. If Schulmerich terminates this agreement, it shall be entitled to immediate possession of equipment, and Renter shall immediately return it to Schulmerich's loading dock, Sellersville, PA, freight prepaid. Equipment shall be returned in the same good condition as when originally shipped by Schulmerich.

**ADDITIONAL TERMS:** Renter agrees to hold Schulmerich, its agents, employees and assigns, harmless against any and all claims arising from use or misuse of said equipment, for the term of this agreement and thereafter. This Agreement is the sole agreement between Schulmerich and Renter, and is not supplemented or modified by any other agreements, understandings or statements. Renter agrees to pay any legal fees incurred by Schulmerich should it commence legal proceedings against Renter. Renter agrees that Pennsylvania substantive and procedural law shall be applied in any dispute or proceedings between Schulmerich and Renter. Renter consents to being sued in Pennsylvania, and submits to the jurisdiction of Pennsylvania Courts. Renter shall have no right to assign its obligations under this Agreement.

**ACCEPTANCE:** This agreement shall not become effective unless and until it shall have been accepted and signed by Schulmerich. It is binding thereafter upon the parties hereto, their successors in interest and assigns.

## Renter

## Schulmerich Carillons, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_