



**BY ACCEPTANCE AND USE OF THIS EQUIPMENT, CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE SCANNER RENTAL AGREEMENT FORM. CUSTOMER'S SIGNATURE IS REQUIRED.**

**A. RENTAL TERMS AND CONDITIONS**

Customer hereby rents from Cash4Books.net (hereinafter known as "C4B") the Symbol LS2208 Bar Code Scanner pursuant to the following terms and Conditions:

- 1. RENTAL PERIOD.** Equipment is rented on a weekly basis with a 1-week minimum Rental Period. The rental period shall begin on the date C4B delivers Equipment to Customer and shall be automatically extended under all the terms and conditions hereof until the date the Equipment is returned to the possession of C4B, notwithstanding that a different Anticipated Rental Period is set forth by Customer during any given effective term.
- 2. RENT.** Customers shall pre-pay C4B, in the form of Credit Card, the full amount of the first ordered Rental Period to include a Refundable Deposit and shipping/handling/insurance charges from C4B to and from Customer. Fees are indicated on the rental form. Each subsequent Rental Period will be billed in one week increments (unless otherwise specified by Customer) and shall be deducted from the refundable Deposit.
- 3. DEPOSIT:** A Deposit is required, as a condition for renting the Equipment, in the sum of \$135.00 which shall be paid by means of credit card. The amount of the deposit shall serve as surety for the rent, cost of the equipment (in the event that the customer does not return it to C4B as set out in this agreement), and all the payments and obligations due to C4B from the customer under this agreement. C4B shall be entitled, at its sole discretion and without prior notice to the customer, to present the amount of the deposit for payment, in any case where the customer does not comply with all undertakings under this agreement.
- 4. DELIVERY AND RETURN.** Shipment will be made via FedEx and at Customer's expense. Unless Customer notifies C4B to the contrary within 72 hours of this delivery notice, it shall be conclusively presumed that the Equipment was delivered to Customer in good operating condition. Equipment may not be shipped via USPS, UPS, DHL etc.. Equipment must be returned to C4B via the included FedEx RMA using the same original shipping container, packing materials and methods. Customer shall return Equipment to C4B in good operating condition, normal wear and tear excepted.
- 5. WARRANTY: C4B'S LIABILITY.** C4B hereby warrants to Customer only that the Equipment when shipped, will be in good operating condition. Customer's damages for any breach by C4B of such warranty with respect to the Equipment shall be limited to the direct damages caused by a defective operating condition which could not reasonably have been discovered by Customer after the delivery to it of such item, but in no event shall exceed the total rental fees paid by Customer for such item. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages and are in lieu of any oral representation and all other warranties and damages, whether expressed, implied or statutory.
- 6. OWNERSHIP: USE.** The Equipment shall remain the property of C4B and is provided to Customer solely on a rental basis without any option to purchase unless such an option is granted during an active Rental Period and explicitly set forth in writing by Customer, for return written acknowledgment by C4B. Customer shall not remove, sublease, rent, transfer, assign, sell, alter, modify or encumber the Equipment without C4B's prior written consent.
- 7. SERVICE.** C4B shall, at its expense, endeavor to repair or replace any Equipment which is found to be defective during the Rental Period. In the event the Equipment does not operate properly, Customer shall notify C4B and request instructions before taking any remedial action or before returning it to C4B.
- 8. SAFEKEEPING.** Customer is responsible for the safekeeping of the Equipment and shall bear the risk of any loss, theft, damage or destruction of the Equipment and shall ensure the Equipment against such risk of loss. In the event that the Equipment requires repair or recalibration as a result of accident or Customer's unauthorized tampering or repair or negligence, misuse or abuse of such item, Customer shall bear the entire cost thereof, including shipping costs. At C4B's option, Customer shall forfeit aforementioned deposit for any item which is lost, stolen, destroyed or damaged beyond repair.
- 9. OBJECTION TO AGREEMENT.** If Customer objects to any terms or conditions of this Agreement, Customer shall notify C4B in writing of Customer's specific objections within 72 hours after receipt of the Agreement. Such objections shall not be binding upon C4B unless received by C4B within such period and C4B agrees in writing to such amendments to the Agreement. C4B reserves the right to reject Customer's objections to the Agreement and to terminate the Agreement. If such termination occurs, Customer immediately shall return the Equipment in good operating condition via the included FedEx RMA and shall forfeit any amounts due thereon to C4B.
- 10. INDEMNIFICATION OF C4B.** Customer shall indemnify, hold harmless and defend C4B from all claims, action and damages, including attorney's fees, arising out of the Equipment and its use, rental possession, operation, condition, purchase and return, including without limitation any such claims arising out of theory of strict liability in tort, which obligations shall survive termination of this Agreement.