



GaffGun™ Contractor Bundle

EQUIPMENT TRIAL AGREEMENT

Client:

Ship To:

Contact:

Contact:

Phone:

Phone:

E-Mail:

Prep Gear		Shipping Information		GaffGun™ Equipment Trial Period		
ACCOUNT MGR	DATE / TIME	SHIP DATE	DELIVERY DATE	START	END	RETURN DATE
QUANTITY	NUMBER	ITEM		CONTENTS	REPLACEMENT COST	
	-			GaffGun™	\$	219.00
	-			Hard Travel Case & Foam	\$	199.00
	-			Long Extension Handle	\$	20.00
	-			Floor Guide	\$	20.00
	-			Cable Guide (Small)	\$	20.00
	-			Cable Guide (Medium)	\$	20.00
	-			Cable Guide (Large)	\$	20.00
	-			3" Standard Tape Adapter	\$	18.00
SUB-TOTAL					\$	536.00
TAX RATE						10.25%
SALES TAX					\$	54.94
SHIPPING					\$	25.00

**PROTECT IT NOW
OR FIX IT LATER™**

TOTAL REPLACEMENT COST \$ 615.94

Lessee has inspected the GaffGun equipment and finds it in good working order and undamaged. Lessee agrees to notify PROTEX Products immediately upon any damages to equipment or if equipment is not in good working order. Lessee also assumes full responsibility for the above listed equipment as per the attached terms and conditions and agrees to provide full replacement for any damage and / or missing items.

X

SIGNATURE of Lessee:

Date



The mark of responsible forestry
FSC® C114401





Terms & Conditions

THIS AGREEMENT made between PROTEX Products, hereinafter referred to as "Lessor" and The Client listed on front page of this document hereinafter referred to as the "Lessee". Lessor hereby agrees to provide the Lessee the Equipment indicated on the front page of this Agreement and, by reference made a part of this Agreement, and the terms and conditions hereinafter set forth. In consideration of the mutual promises between the parties as specified in this Agreement and other good and valuable considerations, it is agreed as follows:

1. Term. The GaffGun™ Equipment Trial Period is as specified on the front page of this agreement. Failure to return the items listed will result in liability for additional charges as set forth in Sections 3, 4 and 5.

2. Inspection. (a) Lessee has inspected all of the equipment prior to the execution of this Agreement and found it to be in good and undamaged condition; Lessor is in no way responsible for any liability, claims, costs or expenses arising out of the use or possession of said equipment by Lessee. PROTEX PRODUCTS MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE EQUIPMENT'S PERFORMANCE, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. (b) During all times while the GaffGun equipment is in the actual or constructive possession of Lessee, Lessor, its agents or employees may inspect said equipment at reasonable times, enter upon any premises where said equipment is being stored or used, and, if it is found that such equipment is being misused or if Lessee is in default as to any of the provisions hereof, repossess said equipment or any part thereof prior to the expiration of this Equipment Trial Agreement. (c) The return of the equipment shall not constitute a waiver by Lessor of any claims that it may have against the Lessee, nor a waiver of claims for latent or patent damage to the equipment.

3. Delivery, Safekeeping and Return. All GaffGun equipment is stored at the offices of Lessor. Lessee hereby assumes full responsibility for selecting the mode of delivery of equipment from Lessor's place of business to the Lessee, the safekeeping of equipment and keeping equipment in a good state of condition and repair, free from damage of any kind, and the safe return of equipment to Lessor no later than the last day of the Equipment Trial Period set forth in this Agreement. All costs of delivery from Lessor to Lessee shall be born by Lessee. Lessee shall also select the mode of transportation for delivering and returning said equipment to Lessor and bear all expenses in connection therewith, including any reasonable service charge imposed by Lessor. PROTEX Products cannot be responsible for the performance of common carriers and accordingly, cannot guarantee on time delivery or return of equipment. Therefore, equipment remains the responsibility of Lessee until physically returned to and received at PROTEX Products' premises. PROTEX Products must be notified of shipping information to facilitate and expedite equipment returns.

4. Destroyed Lost or Stolen Equipment. In the event that all or any one or more items of the GaffGun Contractor Bundle is destroyed, lost, or stolen either in transit or while in the actual or constructive possession of Lessee. Lessee shall immediately pay to Lessor the full replacement cost of the equipment as detailed on front page of this agreement.

5. Damaged Equipment. Lessee has inspected each and every item of GaffGun Contractor Bundle and found each item to be in good condition, free of defects or damage, and agrees to maintain the same in good condition and repair during the trial period and until such equipment is returned to Lessor. In the event any item of equipment is hereby damaged either in transit or in the actual or constructive possession of Lessor or its agents or employees, it is hereby agreed that Lessee shall immediately return said equipment to Lessor for repair or restoration to its original, serviceable condition or replacement. Lessee shall pay all costs of such repairs, restoration or replacement.

6. Normal Wear and Tear. In the event any item of equipment hereby provided to Lessee should break or become unserviceable during the trial period, Lessor shall be the sole arbitrator of whether the break or defect resulted from normal wear and tear, and if found to be the case, then the Lessee is not responsible for its replacement. If Lessor determines that the break or defect resulted from misuse or other forces, the equipment shall be immediately returned to Lessor and the Lessee shall pay the costs of replacement.

7. Out-of-Town Equipment Trials. Minimum out-of-town equipment trials will be 2 days. All shipments will be shipped collect for freight and insurance. Any return "collect" charges will be invoiced to Lessee with a 25% fee. Most shipments also require a delivery to a common carrier. This charge will be invoiced to the Lessee. The Lessee shall not remove any of this equipment from the United States to any foreign country or possession without the prior written consent of Lessor. In this connection, Lessee shall keep Lessor informed as to the exact location where the listed equipment is being used or stored during the term of this Agreement

8. Sublease or Assignment. Lessee shall not sublease or assign the trial equipment to any third person or entity, without prior written consent of PROTEX Products and agrees to at all times during the term of the Agreement to retain said equipment in Lessee's exclusive possession, under Lessee's direct control and supervision.

9. Default. If the Lessee shall default on any of the terms, covenants and conditions herein, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment might become or appear to become in danger of being seized, taken, or detained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property, or if the Lessee shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the Lessee, or if for any other reason

Lessor feels it is insecure, then and in that event, Lessor may, without notice or demand, by process of law or otherwise retake possession of said equipment and, for such purpose, Lessor equipment may be in use or being stored, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to Lessee or any third person in any suit or action, and Lessee shall hold Lessor harmless and indemnify Lessor against any such claims or alleged liability to third parties. Nothing contained herein shall be construed to bar or prevent Lessor, in the event of monies being due it for repair, replacement, or other costs, from suing and recovering the monies due it and from repossessing the equipment at the expense of the Lessee. Either or all of the foregoing remedies or expressly permitted, consented to and authorized by the Lessee.

10. Property Loss & Insurance. The Lessee hereby represents that Lessee has adequate property insurance to fully protect Lessor against any liability, loss, theft or damage of the equipment rented under this Agreement.

11. Value of GaffGun Equipment. Lessee agrees that the value of the equipment in the event of any loss or damage during the rental period shall be the full replacement cost of such equipment as detailed on page one of this agreement, plus applicable sales or use taxes, and plus applicable freight charges.

12. Indemnity. Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises of all items of equipment listed under the terms of this Agreement. Lessee indemnifies and agrees to hold Lessor, it's parent corporation, affiliates, owners, managers, employees, et al. harmless from any and all costs (including reasonable attorney's fees) and claims of injury to any person or property, liability or loss which arise out of the use of the Equipment. Lessor shall not be liable for the use or inability to use the equipment, whether used singularly or in conjunction with any other equipment. Lessor shall not be liable whether in contract, in tort, under any warranty, in negligence, or otherwise for any incidental, consequential, or special damages.

13. Tag for Nameplate. Lessee agrees not to permit defacement, obliteration, removal or otherwise cover or obscure the tag or nameplate of any item of equipment showing the ownership of said equipment to be Lessor. It is further agreed that at all times the title and ownership of said equipment shall remain Lessor.

14. Miscellaneous. (a) This Agreement and exhibits comprise and contain the entire agreement between the parties including warranties and representations, if any, and may not be amended or modified, except by another Agreement in writing, signed by both parties to this Agreement; (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted of the law; (c) This Agreement is governed by the laws of the State of Illinois.

Rates. Rates are subject to change without notice.

Taxes. Applicable state and local taxes are additional to prices for rental, purchase and other taxable items.

Cleanup Charges. Customers who return equipment in dirty or non-rentable condition will incur Reasonable and appropriate clean-up charges.

Lost and/or damaged equipment is reported to customers as soon as possible and appropriate charges follow.

Hours of Operation. Business hours for PROTEX Products are 9:00 a.m. to 5:00 p.m. Monday through Friday.

Arrangements for picking up or returning equipment after hours and on weekends can be made at with prior mutual arrangement or at Lessee's expense.

IN WITNESS WHEREOF, this Agreement has been signed by Lessee on the front page, Lessee acknowledges that the full list of equipment is attached hereto or emailed with this document, and that Lessee has received a copy of this Agreement with the itemized Equipment list attached.

PREP DATE	SHIP DATE	DELIVERY DATE	RENTAL START	RENTAL END	RETURN DATE
1/1/04	1/1/04	1/1/04	1/1/04	1/1/04	1/1/04

RENTED TO:

0
0
0
0

X

Signature

Date