



SEAMER RENTAL AGREEMENT

Must be received by Union at least 3 business days prior to seamer requirement

Date: ___ / ___ / ___

Date Seamer Required: ___ / ___ / ___

estimated confirmed

Lessee: _____
Address: _____
City/St/Zip: _____
Contact: _____
Phone: (____) _____
Fax: (____) _____
Email: _____

Project: _____
Address: _____
City/St/Zip: _____
Attention: _____

Ship Seamer To: Lessee Project

- ROOF PANEL SYSTEM:**
- ML200 (2" single lock, 90°) - \$50/day, \$160/week, \$500/month
 - Gauge: 24 ML200 (2" double lock, 180°) - \$50/day, \$160/week, \$500/month
 - ML150 (1-1/2" single lock, 90°) - \$50/day, \$160/week, \$500/month

A seamer kit includes the following: Seaming Kit Chest, (1) Electric Seamer, (2) Manual Seaming Tools (one each - primary and secondary), Seaming Manual, Repair Tool Kit, Return Documents

Seamer kits are typically shipped from Developmental Industries, Inc. in Corinth, MS. via UPS. Outbound and Return freight charges are pre-paid by Union and billed to the Lessee upon return of the equipment. Freight charges are usually between \$250 and \$500 depending on the location.

A one thousand (\$1,000.00) deposit may be required for new or cash accounts of Union. All rental, freight, taxes and any necessary maintenance fees are billed to the Lessee upon return of the seamer.

1. LESSEE certifies that the proper use of the equipment is understood and that the seamer will only be used for its intended purpose. LESSEE will not re-rent the equipment, or permit anyone else to use it, without the written consent of Union Corrugating Company. LESSEE is responsible for protection of the equipment at all times. **Lessee is responsible for reading the Seamer Manual, observing all operating instructions and warnings on the equipment, and for taking all necessary safety precautions.**

2. LESSEE hereby agrees to lease the above described electric seamer for use on the project named above, upon the terms set forth herein, for a period of: _____ day(s) _____ week(s) _____ month(s)

3. Lease will commence on the date requested for the seamer to be on site ("Start Date"). Lessee shall pay the rental fees for the term of the rental agreement as shown above. Rental fees are per seamer kit. Rental fees begin when the seamer is received by the Lessee and continues until the seamer is returned and received by Developmental Industries in Corinth, MS. In the event the seamer is not returned at the end of the rental period, rental fees shall be charged at the standard daily rate.

4. Lessee shall inspect the seaming equipment when received and shall immediately report any damage or malfunction to Developmental Industries at (888) 343-0456. Failure to notify of any such problems within forty-eight (48) hours of receipt shall constitute an acknowledgment by Lessee that the leased equipment was received in good condition and working order and all rental rates shall apply.

5. Lessee agrees to return the leased seamer equipment in good working condition less ordinary wear and tear. Lessee assumes the risk of loss, damage, or destruction to the leased equipment. If such equipment is returned to Union damaged or missing parts, Lessee agrees to pay all material and labor charges (\$45.00 per hour) for repair and restoration. Should the equipment be damaged beyond repair in Union's sole opinion, Lessee shall pay Lessor \$7,500.00 immediately upon such notification.

6. Lessee agrees to indemnify and hold Lessor harmless from and against all losses, damages, injuries, claims, expenses (including attorney fees) and liabilities resulting from or incident to the use, operation or storage of the leased equipment.

7. This agreement shall not in any way be deemed to alter or amend the limited warranty given by Lessor in connection with the sale of its standing seam roofing system to Lessee. Lessee agrees that Union shall have no liability for any damage or claim arising out of the improper installation or which results from the use of the leased equipment or any defect therein.

8. Lessee shall pay all taxes, fees and assessments arising out of its use of the leased equipment.

9. This rental agreement may not be assigned by the Lessee.

NO WARRANTY. THE SEAMER EQUIPMENT IS LEASED AS-IS. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR CLAIMS OR CONSEQUENTIAL DAMAGES. UNION CORRUGATING AND DEVELOPMENTAL INDUSTRIES SHALL NOT BE LIABLE FOR CLAIMS OF ANY KIND, INCLUDING BREACH OF WARRANTY OR BREACH OF OTHER CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS, DELAYS OR DAMAGE ARISING OUT OF THE LEASE OR USE OF THE EQUIPMENT. UNION CORRUGATING AND DEVELOPMENTAL INDUSTRIES SHALL NOT BE LIABLE TO THE LESSEE OR TO A THIRD PARTY FOR ANY INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT COST OF CAPITAL OR CLAIMS BY THE LESSEE, THE LESSEE'S CUSTOMERS OR OTHER THIRD PARTY, FOR DAMAGES RESULTING FROM PROPERTY DAMAGE OR PERSONAL INJURY.

AGREEMENT: I have read the terms of this Seamer Rental Agreement. On behalf of myself and the company leasing this equipment, I agree to comply with the terms stated herein.

Lessee: _____ Date: ____/____/____
(signature)