

**Set Supplies LLC**  
**Lease Agreement Terms and Conditions**

**Company Name (“Renter”):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Company Rep Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**This Rental Agreement (“Agreement”) is made as of the date shown above, between Set Supplies LLC, -190 Laredo Dr- Decatur GA 30030, a limited liability company (“Owner”), and the (“Renter”) named above. Owner and Renter agree as follows:**

**Rental.** Renter rents the Vehicle & Equipment from Owner.

**Vehicle.** Renter rents the Vehicle “AS IS,” had a reasonable opportunity to inspect the Vehicle inside and out before leaving Owner’s premises,. Owner excludes all express and implied warranties with respect to the Vehicle, including any implied warranty of merchantability or fitness for a particular purpose. If Renter determines the Vehicle is unsafe, then Renter shall stop using it and immediately notify Owner. Renter shall return the Vehicle in the same condition received, reasonable wear and tear excepted.. Renter shall check and maintain all fluid levels in the Vehicle, but shall not service or repair it without Owner’s prior written consent. Owner is not responsible, and no bailment is created upon Owner, for any personal property in the Vehicle or at Owner’s premises.

**Equipment.** During the term of the rental and at all times when the Equipment is in the custody of the Renter, Renter shall, at Renter's sole cost and expense, maintain the Equipment in good condition and repair as when received, normal wear and tear excepted.. Renter shall deliver and return the Equipment to Owner in as good condition and repair. Renter agrees to compensate Owner to the extent of the full replacement value of each item of Equipment( or actual cash value for Vehicle/Equipment rented or otherwise in the custody of Renter not returned or that is returned in a damaged or broken condition due to any cause whatsoever. Renter further agrees to compensate Owner at the daily rental rate for the reasonable time necessary to repair or pay for replacement for any such item of Equipment. Renter shall report the loss of or damage to any Vehicle/Equipment as soon as possible. Any items returned late are charged for until returned. The acceptance of any return of any Equipment does not waive any claims against Renter for any damage to Equipment that may have occurred while in Renter’s care custody and control, including any that may be patent or latent or otherwise hidden. For all Equipment which is picked up or stored by Owner for ultimate use by Renter, Owner shall be acting as agent for Renter. Renter is responsible and liable for loss of property of others which is transported or stored by Owner for use of Renter during storage and shipping for Renter and when in the possession of Renter.

**Payment.** For the Vehicle/Equipment rental, Renter shall pay Owner on demand the rental rate (“Rental Rate”) and mileage charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Vehicle/Equipment after the Rental Term ends, or if the Vehicle/Equipment cannot be rented to others due to damage or loss to the Vehicle/Equipment, then Renter shall pay the daily Rental Rate until the Vehicle/Equipment is repaired or payment for replacement is made. Renter shall immediately notify Owner of and pay all fines, penalties and costs imposed for all moving, parking, toll road and other violations with respect Renter’s use of the Vehicle.. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 30 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs. Renter authorizes Owner to submit for payment all amounts due under this Agreement on any credit or debit card presented as a means for payment or security in connection with this Agreement.

**Driver.** Driver is agent of Renter, and Renter is solely responsible for hiring and paying the Driver. Before the Driver drives the Vehicle, Renter shall verify the Driver is properly licensed and approved in advance. \*\*\*The State of Georgia requires drivers of commercial vehicles weighing over 10,001 pounds to have a DOT Medical card, (this includes all of Set Supplies LLC’s Cube Trucks). Driver is Renter’s agent and Renter is responsible for verifying that Driver has necessary GA DOT Medical Card. Renter is responsible for all claims and damages caused by Driver’s acts and omissions

# Set Supplies LLC

## Lease Agreement Terms and Conditions

**Prohibited Uses.** The following Vehicle uses are prohibited: (a) using it in an illegal, reckless, or negligent manner; (b) driving it under the influence of alcohol or drugs (even with a prescription); (c) towing or pushing anything; (d) driving it on an unpaved or unsafe surface; (e) transporting people in excess of the number of manufacturer-installed seat belts; (f) driving it by anyone other than a properly licensed and Owner approved driver; (g) transporting persons for hire; (h) transporting explosives, chemicals, corrosives and other hazardous or polluting materials. If Renter breaches this Agreement, Renter's right to use the Vehicle automatically terminates and Owner may (without waiving any rights and remedies) seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises.

**Renter's Responsibilities.** Renter shall immediately report to Owner all accidents, damage, theft and vandalism involving the Vehicle/Equipment, and immediately deliver to Owner all legal documents received by Renter relating any legal action resulting there from. Subject to applicable law, Renter accepts responsibility and shall pay Owner for: (a) the cost to repair collision damage to the Vehicle/Equipment whether caused by Renter or the cause is unknown while the Vehicle/Equipment is in renters care, custody and control, up to the actual cash value of the Vehicle/Equipment; (b) theft of the Vehicle and the cost to repair damages resulting from the Vehicle's theft if Renter fails to exercise ordinary care of the Vehicle, up to the actual cash value of the Vehicle/Equipment; (c) any and all vandalism damages that are a direct result of the Vehicle/Equipment's theft; (e) towing, storage and impound fees; and (f) any injury to or death of any person and damage to or destruction of any property (relating to Renter's use of the Vehicle/Equipment.)

**Renter's Indemnity.** Subject to applicable law, and except to the extent caused by the negligence or willful misconduct of Owner and the indemnified parties, Renter shall indemnify, defend, protect and hold harmless Owner and its owners, managers, officers, affiliates, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, reasonable outside attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of the Vehicle/Equipment; and (c) any loss of the Vehicle/Equipment's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

**Insurance.** Renter shall provide full comprehensive and collision insurance coverage and the following insurance for the Vehicle and provide Owner with certificates of insurance evidencing the following minimum coverage's, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this Agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): (a) automobile liability of \$1,000,000/\$1,000,000 bodily injury liability; and (b) commercial general liability of \$1,000,000 property damage liability/\$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall be responsible for all required deductible payments. If the cost to repair Vehicle damage is less than the deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter or anyone else, or to any liability imposed or assumed by anyone under any worker's compensation act, plan or contract. To the extent Owner is legally required to extend such financial responsibility to Renter or anyone else, the Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

**Third Party Proceeds.** If an insurer or other party authorizes payment of any amount owed by Renter to Owner, then Renter assigns to Owner Renter's right to receive that payment. Renter remains responsible for all amounts due Owner that are not paid by anyone else. Owner may (a) present insurance claims to Renter's insurance carrier if the Vehicle is damaged, lost or stolen, and Renter fails to pay for any damages, or if any liability claims are asserted against Owner relating to this rental transaction and Renter fails to indemnify, defend, protect and hold harmless Owner with respect thereto.

**Limitation on Owner's Liability.** If Owner breaches this Agreement, then Owner's liability and Renter's remedy includes Owner providing a similar Vehicle/Equipment to Renter and to Renter's recovery of the pro rata daily Rental Rate for the period in which Renter did not have use of the Vehicle/Equipment. Each party waives all claims for consequential, punitive and incidental damages that might otherwise be available to the other party.

**Legal Matters.** This Agreement shall be construed under and governed by Georgia law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable outside attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Georgia and the United States District Court having jurisdiction over Dekalb County, Georgia. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

**Other Provisions.** No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts