# EBT. LLC dba UNDERWATER EYES

P.O. Box 1623

Morgan City, Louisiana 70381 Ph. 985-385-6062 / 985-518-8921

Company name: _	e constitution of the cons
Company address:	

# RENTAL POLICY

# **RENTAL RATES AND CONDITIONS:**

- 1. Equipment rental begins at time of commitment and ends upon return of equipment to EBT, LLC dba Underwater Eves.
- 2. Rental equipment not returned, whether lost or stolen, will be charged to customer at current replacement value; as well as the rental of such time for the lost or stolen equipment (charged at normal daily rental rate) until the invoice for such lost or stolen equipment is completely paid in full.
- 3. Rental equipment returned damaged will be repaired and/or replaced and charged to customer.
- 4. Rental rates may change. However, written notice will be given via e-mail.
- 5. EBT, LLC dba Underwater Eyes shall in no way be deemed or held responsible for any claims of personal injury, liability, shut-down time, loss of revenue or any other claim which may occur due to mechanical failure or improper operation of its equipment.
- 6. An insurance certificate including "Waiver of Subrogation" is required naming and waiving EBT, LLC dba Underwater Eyes as additional insured before equipment will be released to Lessee.
- 7. Charges for delivery and/or pick-up of our equipment by contract truck lines are to be billed to and paid for by customer directly.
- 8. On items rented by the day, any part thereof constitutes a day's rental.
- 9. No Third Party Charges.
- 10. If you should have any problems with our equipment, notify us immediately.

#### **EQUIPMENT SWAP-OUT OR EXCHANGE**

- 1. In case of a swap-out of rental equipment, the rented equipment being swapped-out or replaced must be returned within 72 hours or it will be placed back on rental as a separate unit.
- 2. Equipment exchanged due to negligence on customer's part will be considered separate rentals and charged to customer as such.

#### **CLEANING EQUIPMENT**

Any cleaning required on returned equipment will be charged to customer at \$25.00 per hour for time necessary to properly clean rental unit.

## CREDIT: (Terms and Collection Accounts)

- 1. With approved company credit
- 2. Net 30 days: FIRM. All bills will be in bi-weekly or monthly intervals.
- 3. All delinquent accounts will be subject to a service charge of 1-1/2% per month on past due balance.
- 4. Customers will be responsible for collection fees, attorney's fees, court costs, or any expenses involved in collection of account should it become necessary.

we certify that we hav	e read, understand,	and agree to tr	ie terms stated on t	nis Rentai Policy.
Authorized Signature:				

Date:

## **TERMS AND CONDITIONS:**

Terms for all companies wishing to do business with EBT, LLC dba UNDERWATER EYES on open account are Net 30 days from the date of pick-up or shipping. A purchase order or verbal authorization from approved personnel will be necessary before pick-up or shipping.

Thirty (30) days from the invoice date a second invoice will be sent. After sixty (60) days from the invoice date the account will be placed on COD. If all past due accounts are not brought to terms within fifteen (15) days of the account being placed on COD these invoices will be processed for collection. All accounts past thirty (30) days from the date of invoice will be subject to interest of 1.5% per month or portion thereof.

Sales tax will be collected, if applicable. All Sales and Use Taxes are the buyer's responsibility and should be reported by said buyer.

In the event the customer does not pay the invoice(s) within the time limit stated above and EBT, LLC doa Underwater Eyes is required to refer the invoice(s) and/or account for collection, the undersigned customer agrees to pay all reasonable collection fees, reasonable legal fees, court cost, or other collection expenses incurred by EBT, LLC dba Underwater Eyes in order to collect the money due to it from the customer.

In consideration of EBT, LLC dba Underwater Eyes agreeing to rent to customer on account, the undersigned customer agrees to submit itself to the jurisdiction of the courts of the United States of America. Specifically, the customer agrees that the jurisdiction and venue for all disputes arising hereunder shall be the Parish of St. Mary, State of Louisiana, of The United States of America. The customer understands that this is a material consideration of EBT, LLC dba Underwater Eyes agreeing to extend credit to a customer who may be located outside the jurisdiction of said State of Louisiana, and without which consent of the customer to submit to the jurisdiction and venue of said court, EBT, LLC dba Underwater Eyes would not have agreed to extend credit to customer.

We certify that we have read, understand, and agree to the terms and conditions as stated on this application.

Authorized Signature:	
Title:	Date:
ŌFFICE USE ŌNLY:	
Checked and approved or refuse	d by, with date and credit iimit.
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