



# High County Conservation Center

## Energy Audit Equipment Rental Contract

1. Names.

High Country Conservation Center, Owner, and \_\_\_\_\_, Renter, agree to the following rental.

2. Equipment Being Rented.

Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the following equipment as requested:

- Blower Door and Manometer**
- Bacharach Co Analyzer**
- Gas Sniffer**
- Infrared Camera**

3. Duration of Rental Period. (Minimum of 1 day)

Start: \_\_\_\_\_ Return: \_\_\_\_\_ Number of days \_\_\_\_\_

4. Proficiency Test Completed? Y/N (Circle One).

If HC3 indicates a proficiency test or tutorial is need, cost will be \$25. Building Performance Institute or equivalent certification is required.

5. Rental Amount. Rental Cost- \$25 per day

Final Cost \$ \_\_\_\_\_ Paid? \_\_\_\_\_

6. Security Deposit.

In addition to the rent, Renter has left a valid credit card number on file with Owner. This deposit will be applied toward any additional rent and any amounts owed for damage to or loss of the Equipment, which Owner and Renter agree has the current value stated in paragraph 8. Owner will return to Renter any unused portion of the deposit.

Name on Card \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration \_\_\_\_\_

7. Late Return.

If Renter returns the Equipment to Owner after the time and date the rental period ends, Renter will pay Owner a rental charge of \$25 per day for each day or partial day beyond the end of the rental period until the Equipment is returned. Owner can subtract these rental charges from the security deposit (credit card number on file).

7. Damage or Loss.

Renter acknowledges receiving the Equipment in good condition (or otherwise noted here). Renter will return the Equipment to Owner in good condition except as noted above.

If the Equipment is damaged while in Renter's possession, Renter will be responsible for the cost of repair, up to the current value of the Equipment. If the Equipment is lost while in Renter's possession, Renter will pay Owner its current value.

8. Value of Equipment.

<b>Blower Door and Manometer</b>	\$2650
<b>Bacharach Co Analyzer</b>	\$585
<b>Leakator Gas Sniffer</b>	\$185
<b>Flir Infrared Camera</b>	\$4995

Owner and Renter agree that the current value of the Equipment is \$8415 (initial)\_\_\_\_\_.

9. Use of Equipment.

Renter acknowledges that use of the Equipment creates some risk of personal injury to Renter and third parties, as well as a risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use, or reckless use of the Equipment. Renter will indemnify and defend Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.

10. Entire Agreement.

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

11. Successors and Assignees.

This agreement binds and benefits the heirs, successors, and assignees of the parties.

12. Notices.

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (1) in person (2) by certified mail, or (3) by overnight courier.

13. Governing Law.

This agreement will be governed by and construed in accordance with the laws of the state of Colorado.

14. Counterparts.

This agreement may be signed by the parties in different counterparts  
Equipment Rental Contract and the signature pages combined will create a document binding on all parties.

15. Modification.

This agreement may be modified only by a written agreement signed by all the parties.

16. Waiver.

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

17. Severability.

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**HIGH COUNTRY CONSERVATION CENTER**

Rented by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RENTER**

Name of Business: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_