



EFEX RENTALS INC

58-05 52nd Ave

Woodside, NY 11377

info@efexrentals.com

Phone 718-505-9465 • Fax 718-505-9631

Accounting Phone/Fax 718-225-4554

Document Requirements:

-A signed rental agreement****

-Insurance including:

- Your General Liability Coverage & Policy Number
- Your Misc. Equipment or Property Ins & Policy Number
- EFEX Rentals Inc. named as Certificate Holder
- EFEX Rentals Inc. named as Additional Insured On General Liability & Loss Payee on Property/Equipment

-Tax exempt/resale certificate (if applicable)

-If paying by Credit Card, complete and sign authorization form. Return with a legible copy of photo ID and credit card (both sides)

-If paying by cash or check, a separate deposit will be due before equipment is rented. Deposit amount will range from \$500-\$2000.

***Rentals can be picked up from noon to 5pm on your contracted pickup date. Returns must be made from 8:30am to noon on the contracted date of return. Early pickups or late returns will incur an additional daily rental charge.

RENTAL AGREEMENT

Lessor hereby rents equipment or materials to Customer subject to all terms and conditions of this agreement, in consideration whereof Customer hereby acknowledges and agrees:

1. This agreement consists of all terms and conditions on this page (page 1) and on page 2 hereof (Estimate/Shipping Order) whether printed or written. "Customer" means the person(s) signing this agreement and any other person or organization to whom charges are billed by Lessor at the direction of the person so signing, all of whom shall be jointly and severally liable hereunder; equipment and materials mean the items identified on page 2 of this agreement (Estimate/Shipping Order). This meaning includes all equipment, tools, materials, hard goods, soft goods, accessories, containers, parts and internal parts of mechanical items, finish, electrical and electronic component parts and accessories, construction equipment or needs thereof (collectively, the "Equipment").
2. Customer shall provide Property insurance naming Efex Rentals, Inc as 'Loss Payee' and a Certificate of Liability insurance naming Efex Rentals, Inc as 'Additional Insured'.
3. Materials and equipment and any and all equipment and any or all part mentioned in paragraph 1 are and shall remain the sole property of the Lessor. This is an agreement of RENTAL ONLY. Any exception will be noted after the item by a check in rental or purchase column on Estimate or Shipping Order. The Customer is not the Lessor's agent for any purpose. The Customer acknowledges that he acquires no rights to the materials or equipment leased other than stated in the agreement.
4. The Customer shall return any and all of the rented items on Estimate or Shipping Order to the Lessor at the locations where rented or otherwise specified by the Lessor, on the return date specified in this agreement. All rented items shall be returned in the same condition as received by the Customer, reasonable wear and tear excepted. In the event of loss or damage to any of the items listed on Estimate or Shipping Order while on rental, pursuant to Customer's indemnity obligations in Paragraph 5 & 6 hereunder, the Customer shall pay the Lessor on demand the actual cash value of the resulting loss and expense to the Lessor of Lessor's Equipment, if Customer is responsible hereunder.
5. The Customer releases and holds the Lessor, its agents and employees harmless from and against any and all claims, losses, demands and alike, for loss or damage to personal property or claims of liability, resulting from the use, storage or transportation of Lessor equipment and materials while in the actual custody and control of the Customer whether the claims be before, during or after this transaction, except to the extent arising out of or resulting from any mechanical defect or malfunction of the equipment, or the negligence or willful misconduct of Lessor, its employees, agents, contractors or representatives, or a breach by Lessor of any term, condition, representation or warranty under this agreement. Customer agrees that no claim will be lodged against the Lessor for a malfunction or undesirable effect due to the Customer's employee's inexperience or unfamiliarity with Lessor's equipment or materials. The Customer acknowledges that it and it alone determined the equipment and/or materials to be leased under this Agreement and did not rely on any representation of the Lessor with respect thereto.
6. Lessor hereby agrees to defend, indemnify and hold harmless Customer, its parent corporation, subsidiaries and affiliated companies, and the directors, officers, agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, attorneys' fees and costs) in any way arising out of or resulting from the breach by Lessor of any term, condition, representation or warranty under this agreement, or the negligence or willful misconduct of Lessor, its employees, agents, contractors, or representatives or any mechanical defect or malfunction of the equipment.

Customer hereby agrees to defend, indemnify and hold harmless Lessor, its parent corporation, subsidiaries, and affiliated companies, and the directors, officers, agents, representatives and employees of each of them from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, attorneys' fees and costs) in any way arising out of or resulting from the breach by the Customer of any term, condition, representation or warranty under this agreement, or the negligence or willful misconduct of the Customer, its employees, agents, contractors, or representatives arising out of the misuse or failure of any of the equipment or materials listed hereunder as a consequence of the conduct of the Customer, servants, its agents, or employees.
7. The Customer shall obtain and pay for all licenses and permits legally necessary for the use of Lessor's equipment.
8. The Customer agrees to provide reasonable care, safety and security of items taken from Lessor.
9. Lessor hereby represents, warrants and agrees as follows: (1) the equipment is in good working order and will function properly when used for its ordinary intended purpose; (2) Lessor is responsible for any repair and maintenance of the equipment necessitated as a result of (a) any breach by Lessor of any term, representation, or warranty under the agreement, or (b) the negligence or willful misconduct of Lessor, its employees, agents, or contractors; (3) Lessor has complied and will continue to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, licensing requirements, and business codes, as well as all applicable manufacturer's specifications; (4) Lessor shall at Lessor's sole cost and expense replace or repair any piece of equipment that is not in good working order or condition, as determined by Customer in its sole discretion.
10. Notwithstanding anything to the contrary contained hereinabove, there are no warranties or representations implied or expressed which extend beyond the designation of the items which are the subject of this Agreement.
11. Either party may cancel this Agreement with or without cause at any time upon five (5) days prior written notice to the other. Upon such termination, the parties shall have no further obligation to each other and any rental sums due or refunds due shall immediately be paid to the party entitled to same pursuant to the terms of this Agreement.

Print: X _____ Date: _____

Sign: X _____ Date: _____

Company Name: _____ Title: _____



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CREDIT CARD SALE & DEPOSIT AUTHORIZATION

COMPANY: _____ PICK-UP DATE: _____

I HEREBY AUTHORIZE EFEX RENTALS, INC. TO CHARGE MY CREDIT CARD FOR ALL CHARGES INCURRED DURING THE USE OF EQUIPMENT RENTAL. THIS INCLUDES ADDITIONAL CHARGES FOR LOST, MISSING, DAMAGED EQUIPMENT, DEPOSIT AND ANY LATE RETURN CHARGES.

PLEASE SEE THE ACCOMPANYING INVOICE FOR ITEMIZATION OF THESE CHARGES.

(CHECK ONE)

AMERICAN EXPRESS ___ AMERICAN EXPRESS OPTIMA ___

MASTERCARD ___ VISA ___ DISCOVER ___ DINERS CLUB ___

CARD NUMBER# _____

EXPIRATION DATE _____ ALSO INCLUDE 4 DIGIT CODE ON BACK OF CARD _____

AMOUNT OF PAYMENT _____

AMOUNT OF DEPOSIT _____

CARDHOLDER'S NAME AS IT APPEARS ON CARD _____

BILLING ADDRESS _____

BUSINESS PHONE NUMBER _____

BUSINESS FAX NUMBER _____

CELL NUMBER _____

AUTHORIZED SIGNATURE _____

PLEASE FAX THIS COMPLETED FORM ACCOMPANIED WITH A LEGIBLE PHOTOCOPY OF BOTH SIDES OF CREDIT CARD, AS WELL AS A COPY OF SECONDARY FORM OF IDENTIFICATION TO (718) 505-9631. THANK YOU.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) EFEX Rentals, Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 5805 52nd Ave	Requester's name and address (optional)
	City, state, and ZIP code Woodside, NY 11377	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	2	-	2	3	2	8	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 15 July 2013
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.