

## GREEN CITY STORE RENTAL AGREEMENT

This Tools and/or Equipment Rental Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between San Francisco Clean City ("Clean City") DBA Green City Store and \_\_\_\_\_ ("Customer").

1. Tools and/or Equipment Rental. Customer hereby agrees to rent from Clean City the specified or tools and/or equipment. The customer agrees to pay the rental fees in the amounts and within the time frames set forth. Customer and Clean City agree that this Agreement shall apply to all or tools and/or equipment by Customer from Clean City and that Clean City may, from time to time, modify, supplement and amend rental cost to reflect the condition and timely return of tools and/or equipment by the Customer under this Agreement.
2. Title to tools and/or tools and/or equipment. Title to the tools and/or equipment shall remain at all times with Clean City. No title or right to the tools and/or equipment shall pass to the Customer, except the rights herein expressly granted.
3. Maintenance and Alterations. Customer shall keep the tools and/or equipment in good condition and working order and shall only use the tools and/or equipment for its intended purpose. Clean City shall be responsible for all regular maintenance of the tools and/or equipment. The Customer shall not change or alter the tools and/or equipment. Violation of this Section 3 by the Customer may result in membership termination and being charged for the replacement tool and/or equipment.
4. Term and Termination of Agreement. This rental Agreement shall continue in full force and effect until (a) the tools and/or equipment is returned by Customer to Clean City and all amounts due hereunder have been paid, (b) the tools and/or equipment is purchased by Customer on terms mutually acceptable to Customer and Clean City, or (c) the Clean City provides written notice of Clean City's desire to terminate the Membership Agreement. Upon termination of this Agreement, the Customer will surrender, at Customer's cost and expense, the tools and/or equipment in good working order to Clean City. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of return.
5. Liability. During the term of this membership Agreement, the Customer shall be solely responsible for any loss or damage to the tools and/or equipment. The Customer shall also be solely liable for all claims, including but not limited to workers' compensation or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the tools and/or equipment. The Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the tools and/or equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the tools and/or equipment (or any component thereof), the Customer shall pay the total of all unpaid rent payments for the entire rental agreement term plus the market value of the tools and/or equipment prior to such loss or damage, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment is received by Clean City.
6. Payment; Required Credit Card Information. A valid VISA or MasterCard (which is provided below) is required for deposit for all rentals and other charges contemplated by this Agreement

