

## RENTAL/LOANER AGREEMENT

The following equipment, including any and all software located thereon (the "Equipment"), will be (check appropriate box):

rented

loaned

to the undersigned (the "Customer").

The Equipment is rented at the following applicable rates:

RENTAL EQUIPMENT	1 DAY	1 WEEK	SKU	DEPOSIT
13" MacBook/SD/white	\$59.99	\$149.99	h/rentmb/n	\$1,199.99
15" MacBook Pro/2.5GHz	\$99.99	\$189.99	h/rentmbp15/n	\$2,499.99
20" iMac/2.4GHz	\$69.99	\$169.99	h/rentimac20/n	\$1,499.99
Mac Pro 8-core/2.8GHz	\$149.99	\$299.99	h/rentpro/n	\$2,999.99
23" Apple Cinema Display	\$49.99	\$149.99	h/rentcinema/n	\$899.99
Projector	\$99.99	\$199.99	h/rentproj/n	\$1,000
Special Requests Available	See Matt	See Matt	h/rentspecial/n	See Matt

Amount of deposit \$ \_\_\_\_\_

The Customer accepts the Equipment subject to the terms and conditions stated in this agreement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### TERMS AND CONDITIONS

**Equipment.** The Equipment is and shall remain the property of Small Dog Electronics. Customer shall not remove, alter, or efface any indication of Small Dog Electronics ownership. Customer shall have no rights or property interest in the Equipment other than as set forth in this agreement.

**Loaner.** A Loaner is equipment provided free of charge to customers who have purchased an Apple computer and accompanying AppleCare Protection Plan from Small Dog Electronics within the past three years. Loaners are provided free of charge only when the purchased computer is in for repair at the Small Dog Electronics South Burlington or Waitsfield, VT locations. A deposit equal to the full retail value of all equipment loaned will be required at the time of executing this agreement. Loaners must be returned to Small Dog Electronics within 24 hours of notification that Customer's repair is complete. Customer will be billed at published rates in 24 hour, one week, and one month increments past that time, unless prior arrangements are made and noted on this agreement, and will be responsible for loss or damage as provided in this agreement.

**Rental.** A Rental is equipment provided for a fee at any time, not necessarily while Customer's computer is in for repair. Customer shall pay a deposit equal to the full retail

value of all equipment at the time of executing this agreement. Rental fees will be deducted from this deposit within 24 hours of the equipment being returned to Small Dog Electronics.

**Rental period.** The rental period begins on the date the Equipment is picked up by the Customer if picked up by 5:00pm or the following day if picked up later than 5:00pm. If the Equipment is shipped by Small Dog Electronics, the rental period begins on the day following the date of shipment. The rental period ends on the date the Equipment is received by Small Dog Electronics. Customer shall notify Small Dog Electronics of equipment return by 11:00 am on the day of the return. The rental period may be extended with 48 hours notice by Customer. If Customer holds the Equipment beyond the term of this agreement or any agreed extension, it shall be liable for a rental fee at twice the rate indicated herein for each installment period or portion thereof that the equipment is retained.

**Shipment.** At the request of Customer, Small Dog Electronics will ship the Equipment to an address provided by Customer. Customer shall be responsible for all costs of shipment by Small Dog Electronics, including insurance. Customer shall be responsible for the Equipment from the date of receipt of shipment. Any damage during shipment must be reported to Small Dog Electronics within twenty four (24) hours of receipt. Return shipment of the Equipment by Customer is the responsibility of the Customer, at Customer's expense. Equipment must be returned in the original shipping container, unless such container has been damaged in a manner that would jeopardize safe shipment. In such case, Customer must use an equivalent container and insure the shipment for the full amount of the deposit.

**Rent to own.** Customer may apply the cost of up to one month's rental fees towards the purchase of the Equipment or any part thereof. Educational institutions are not eligible for purchase of any Apple product under any circumstances.

**Privacy.** Data stored on Rentals or Loaners will be securely erased by Small Dog Electronics before the Equipment is re-entered into the program for future loan or rental. Small Dog Electronics is not responsible for any data it erases following return of the Equipment. Small Dog Electronics will only access Customer's data for diagnostics. Customer's data will not be transferred, forwarded, posted online, or otherwise shared unless specifically requested or necessary for diagnostic purposes.

**Adjustments.** Rental rates are based on the length of rental period indicated in this agreement. If Customer terminates this agreement prior to the expiration of the term indicated, Small Dog Electronics may adjust the rent retroactively to reflect any higher rates normally applicable for the term actually rented.

**Use and storage of equipment.** The location, use and storage of the Equipment shall be such as to provide, at all times, reasonable safeguards against damage, loss, or theft. Customer is responsible for any damage to, or loss or theft of, the Equipment, up to and including the full costs of replacing the Equipment.

**Warranty.** Small Dog Electronics warrants that the Equipment will be in good and operating condition upon its delivery to, or pickup by Customer. In the absence of notice to Small Dog Electronics within twenty four (24) hours of delivery, Customer acknowledges that the Equipment is in good and operating condition. Small Dog Electronics makes no warranties or representations regarding the Equipment other than as expressly stated in this agreement. Small Dog Electronics does not warrant the merchantability of the Equipment or its fitness for any particular purpose or use, whether or not such purpose or use is disclosed by Customer. Small Dog Electronics' liability for any failure of the Equipment to operate under normal conditions of use is limited to the repair or replacement of the Equipment. Small Dog

Electronics shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the Equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption, or loss of data or profits.

**Loss or damage.** Customer shall return the Equipment in the same condition as upon delivery. Customer assumes full responsibility for loss, damage or injuries resulting from the use of the Equipment and shall be liable to Small Dog Electronics for loss of or any damage to the Equipment up to the full replacement value thereof. For both Rentals and Loaners, rent shall be due and payable at applicable rates until any such loss or damage has been adjusted with Small Dog Electronics.

**Repairs, upgrades, and service.** Customer shall promptly notify Small Dog Electronics of any malfunction of the Equipment. All installation, assembly and disassembly, upgrades, servicing and repairs shall be made only by Small Dog Electronics. Customer shall bear the cost of servicing and repairs, unwarranted service calls, or repairs made necessary by Customer's fault or negligence, in which case Customer shall pay for such service at Small Dog Electronics' applicable rates, with a minimum of one hour. If Small Dog Electronics is unable to make required repairs within a reasonable time, it shall promptly replace the Equipment.

**Governing law and venue.** This agreement shall be governed by the laws of the State of Vermont and any legal actions regarding this agreement shall be brought in the state and federal courts in the State of Vermont.