



828 Davis Rd., League City, TX 77573  
Toll-free: 888-306-LAND (5263) Phone: 609-412-0555  
Fax: 815-301-8955, [info@landviser.com](mailto:info@landviser.com)  
Main: [www.landviser.com](http://www.landviser.com) Shop: [www.landviser.us](http://www.landviser.us)

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## ***Software and Equipment Rental Agreement***

Landviser, LLC, hereinafter called "Landviser", and \_\_\_\_\_  
hereinafter called "Renter", agree to the following:

1. **Equipment Rented:** Landviser hereby rents to Renter, and Renter hereby hires from Landviser, the Software and/or Equipment set forth in the attached quotation/invoice No. \_\_\_\_\_ dated \_\_\_\_\_.
2. **Rent:** Renter shall pay to Landviser rent in the amounts and at the times stated in the attached quotation/invoice.
3. **Rental Terms:** The rental and related charges shall commence upon the date Equipment is received by Renter (by the record of the traceable Carrier) and shall terminate on the date Equipment is received by Landviser, unless otherwise stated in the acknowledgment.
4. **Ownership:** Equipment is, and shall at all times remain, the sole and exclusive property of Landviser.
5. **Taxes:** Renter shall pay all taxes and duties imposed on Equipment while under rental, except those levied against Landviser income.
6. **Warranty:** Landviser warrants that Equipment is in satisfactory operating condition at the time of shipment and will be replaced at no charge, excluding shipping, all components that fail during normal operation, but not as a result of damage or mishandling. Landviser is not responsible for the methods or conditions of Equipment operation or for the results obtained.
7. **Alteration:** No alteration to the Equipment may be made without the prior written consent of Landviser.
8. **Assignment:** Neither this Agreement nor Equipment may be assigned, transferred, or in any way encumbered by Renter without written consent of Landviser.
9. **Purchase Option:** Renter shall have the option to purchase rented equipment, at a discount, any time during the rental term. If the option is exercised, 50% of the cumulative rent paid during the first month of continuous rental will be credited to the purchase price. Renter's option to purchase must be delivered in writing. Unless otherwise specified in the attached quotation/invoice rental conversion terms of payment shall be net 10 days. All rental terms and conditions shall remain in effect until payment has been received. This purchase option will become void upon termination of rental and rent paid may not be applied to future purchases.
10. **Operation:** The Renter will use the Equipment in a safe manner and in full compliance with the operating procedures established by Landviser and provided to the Renter with the Equipment. Further, use shall be in compliance with all applicable laws of federal, state and local authorities and rules and regulations promulgated there under. The Renter shall indemnify and hold Landviser harmless from any liability whatsoever resulting from the Renters improper use

of the Equipment. Landviser is not responsible for the results of the surveys or their interpretation.

11. **Default and Remedies:** Renter shall be deemed to have breached this Agreement if Renter
- a) Defaults in any payment as set forth in the attached quotation/invoice.
  - b) Defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice hereof to Renter by Landviser or
  - c) Becomes insolvent, or if a petition is filed by or against Renter under the Bankruptcy Act or any other law relief of debts, or the petition is not discharged within 30 days.

In event of any default, Landviser may declare the entire amount of unpaid rental payments immediately due and payable, and Landviser may immediately terminate this agreement. In the event of such termination, Landviser may enter into the premises where Equipment is located and remove same. Renter hereby authorized Landviser to enter his premises to accomplish such repossession. All costs and expenses, including legal fees incurred in execution of this section, will be paid by Renter.

12. **Risk of Loss:** Promptly upon the arrival of Equipment at the Renter's facility, the Renter will carefully inspect the Equipment to determine whether it has been damaged during shipment. In the event of any such damage, the Renter will promptly inform Landviser and the shipper of the nature of the damage, with full details and any required certifications, photographs or other proof of damage. If the Renter shall fail to notify Landviser within three business days of the receipt of the Equipment that there is any damage, then the Renter shall be deemed to have accepted the Equipment as being in first-class operating condition during the period of the Renter's custody and control of the Equipment. All risk of loss, destruction of, or damage to the Equipment, from any cause whatsoever shall be borne by the Renter. The Renter shall insure the Equipment against loss from all perils and shall mail rented equipment back via traceable carrier (UPS, FedEx, etc.). Equipment shall be returned in delivered shipping container.

13. **Interpretation:** This Agreement shall be construed for all purposes under the laws of the State of Texas.

14. **Payment Terms:** Prepayment in full. The instant payment in US can be facilitated by submitting rental order at [www.landviser.us](http://www.landviser.us) for needed hardware/software (checkout through secure server) or filling up attached credit card payment form and e-mailing or faxing it to Landviser, LLC (fax 815-301-8955). We will provide you with instruction on wire transfer if you wish to use this payment form. Shall the Renter prolong the period of renting or opt to convert the rent to purchase the new quotation will be prepared by Landviser and the remaining amount is due in 15 days after conversion. Late interest charge of 2% per month after 15 days, effective due date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Renter

Landviser, LLC.

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

Larisa Golovko, CEO

## **Instructions for Completing Rental Agreement**

1. Please review this Software and Equipment Rental Agreement. Should there be any portion thereof, which you deem to be inappropriate or incorrect, delete by lining through, or correct as needed, and initial. Any deletions and/or changes will be subject to approval by Landviser.
2. Sign this Agreement and immediately return to Landviser via fax (815-301-8955) or e-mail copy with electronic signature to [info@landviser.com](mailto:info@landviser.com). No Software or Equipment will be shipped by Landviser prior to receipt and acceptance of the signed Rental and prepayment.



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### Credit Card Authorization Form

DATE	INVOICE # / DESCRIPTION	AMOUNT
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Subtotal:</b>		<input type="text"/>
<b>Shipping:</b>		<input type="text"/>
<b>TOTAL:</b>		<input type="text"/>

Credit Cards will be charged upon reception.

**I hereby authorize Landviser, LLC to charge my credit card for the products/services described in the Invoice referenced above**

**Credit Card**       Visa     Mastercard

**Card Holder's Name:**

**Credit Card Number:**

**Expiration Date:**

**CVV(security code on back of card)**

**Billing Address:**

**Billing ZIP code**

**Telephone:**       **Fax:**

**E-Mail:**

**Card Holder's Signature:** \_\_\_\_\_

**Don't forget your signature!**

**Landviser, LLC**

This form will allow you to print a filled in authorization form. Please don't forget to sign it and then fax it or scan it and send it via email. Credit Card companies require that we have your signature on file.



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Landviser, LLC checking account in Capital One Bank, TX branch

Account # 3820523546  
Routing # 113024915  
SWIFT code HIBKUSH1

ABA # for wire transfers 111901014

Capital One Bank Branch address:

CAPITAL ONE BANK  
231 S. FM 270  
League City, TX 77573  
Phone: +1 (713)-735-4580  
Fax: +1 (713)-735-4581

Contact person: Mr. Brandon Williams, Relationship Banker  
[brandon.williams@capitalonebank.com](mailto:brandon.williams@capitalonebank.com)