

TOOLTOYOU.COM

EQUIPMENT RENTAL AGREEMENT

OWNER/LENDER INFORMATION	BORROWER INFORMATION
Name: _____	Name: _____
Phone: _____	Phone: _____
E-Mail: _____	Address: _____
Pick Up /Drop Off Address: _____	E-Mail: _____
	Address where equipment to be used (if Diff) _____

Equipment Rented

Tool Name: _____ **Model Number:** _____

Borrower hereby authorizes Daska Holdings, LLC ("DASKA") aka Tooltoyou.com, accept the amount due into PayPal plus any, all late fees and any and all other fees related to the use of the equipment. Twenty-two percent of the amount due is paid to DASKA for allowing the parties to use the website with the remainder being retained by the Owner/Lender. In addition, PayPal will take out its standard fees.

Late Fee

All tools/equipment are to be returned to the Owner by 7:00 p.m. on the return date. The time of pick up does not change the fact that all tools/equipment will be returned to Owner by 7:00 p.m. on the return date. If the equipment/tool is returned after 7:00 p.m. on the return date, then Borrower will be charge a full extra day for use for each additional day of use. Any and all late fees shall be paid through DASKA's website in which DASKA will retain its standard twenty-two percent. While DASKA will make best efforts to collect the late fee, it is not, in any way liable to Owner, if DASKA cannot collection the late fee. After DASKA's best efforts, then Owner is solely responsible for collecting the late fees outlined in this paragraph as well as providing DASKA with its twenty-two percent.

If Borrower fails to return Equipment to Owner within fourteen (14) calendar days of Return Date, Owner shall assess the Late Fee to its fullest extent allowed by law. Owner shall also assess the Fair Market Value of the Equipment against Borrower. Owner shall also assess against Borrower all expenses Owner incurs due to Borrower's failure to return Equipment, including costs in locating and recovering equipment as well as any and all attorney's fees and costs associated with obtaining the missing equipment. DASKA will attempt, but is in no way responsible for, the collection of the late fees or the Fair Market Value fees.

Terms and Conditions

TERM This Agreement shall commence at the time of pick up and remain in full force and effect until Equipment is returned to Owner.

ADDITIONAL COSTS Borrower shall also pay other charges in accordance with this Agreement due upon return of the Equipment, to the fullest extent allowed by law, including but not limited to:

Loss of, damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;

Unless due to the faults of the Owner, all fines, penalties, court costs, and other expenses relating to the Equipment assessed against Owner or Equipment during the rental term;

CARE AND USE OF EQUIPMENT Borrower agrees to keep and maintain Equipment in good condition and use it in a careful and proper manner (including but not limited to maintenance of proper fuel, oil, and lubricant levels, if applicable), as the Equipment is reasonably intended, and shall comply with all applicable laws and regulations, and the Owner's instructions or manuals.

REPAIRS AND ALTERATIONS The costs of all repairs made during the Term shall be paid by Borrower, including but not limited to labor, material, parts, and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

INSURANCE Borrower shall procure and continuously maintain and pay for:

All risk insurance against loss of and damage to Equipment for not less than the full replacement value of the Equipment, naming Owner as loss payee; and

Combined public liability and property damage insurance with limits as approved by Owner, naming Owner as additionally named insured and a loss payee.

RESTRICTIONS ON USE Borrower shall not:

Permit Equipment to be used by any person who is not authorized to use such Equipment. Borrower shall be the sole user of Equipment;

Operate or use Equipment, or permit it to be operated or used in violation of law;

Operate or use Equipment, or permit it to be operated or used to commit a violation of law; and/or

LOSS OR DAMAGE Borrower hereby assumes and shall bear all risks of loss, theft, damage or destruction, partial or complete, of the Equipment from any and every cause whatsoever. No loss or damage to the Equipment, or any part thereof, shall impair any obligation of Borrower under this Agreement which shall continue in full force and effect through the term of this Agreement. Borrower shall alert Owner to any damage to the Equipment. Borrower shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage or repair to it, and missing equipment. In the event of loss or damage of any kind to the Equipment, Borrower shall, at Owner's option:

Place the same in good repair, condition, and working order; or

Replace the same with like equipment in good repair, condition, and working order; or

Pay to Owner the replacement cost of Equipment.

CONDITION OF EQUIPMENT Borrower acknowledges that Borrower has examined Equipment and that it is in good and acceptable condition except as specifically agreed in writing between the parties. Borrower further acknowledges that Borrower has seen Equipment in operation, if appropriate/applicable, and that it is in proper functioning order. At Borrowers sole discretion, Borrower can inspect the equipment and provide a checklist of issues or damage to the equipment prior to taking possession from Lender.

WARRANTIES AND REPRESENTATIONS DASKA and Owner, individually, make no warranty, express or implied, course of dealing, course of performance, usage of trade or otherwise, and expressly exclude and disclaim all warranties and representations of any kind, including any warranties of merchantability, and fitness for a particular purpose. Owner warrants that Owner has the right to rent the Equipment as provided in this Agreement.

RETURN OF EQUIPMENT Borrower shall return Equipment on the date specified, in the same condition as Borrower received it, except for normal and reasonable wear and tear resulting from proper use. Borrower shall return the Equipment to the location agreed upon. If Equipment is not returned on said date, Owner reserves the right to take any lawful action to regain possession of Equipment.

INDEMNIFICATION AND LIABILITY Borrower shall indemnify, defend, and hold harmless DASKA and Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Borrower's use of Equipment by any cause.

If any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Borrower's use of Equipment is caused by Owner's gross negligence or willful misconduct, then Borrower may seek remedies against Owner ONLY.

IN NO EVENT SHALL DASKA BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, LOSS OR DAMAGES ARISING FROM BORROWER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST REVENUE.

ASSUMPTION OF RISK The Equipment being rented is inherently dangerous. Borrower acknowledges that Borrower and/or third parties could potentially be injured, permanently injured, disfigured or die from the use of the Equipment. Borrower assumes all risk to Borrower and any and all third parties from the use of the equipment, machinery or tools provided. Borrower further avers that the named Borrower is the only person that will use said Equipment.

CANCELLATION If Borrower cancels Borrower's order from Lender, then Borrower will rely solely on Lender to provide a refund of the money. DASKA is in no way responsible for the return of the money from Lender. Any cancellations within twenty-four hours of the rental will be charged the full amount. If Lender cancels, then Lender will need to return all monies paid by Borrower including the 22% fee taken by DASKA for providing the advertising website.

ASSIGNMENT Borrower may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

JURISDICTION/VENUE/CHOICE OF LAWS By signing this agreement the parties hereto accept that any dispute, not covered by the binding arbitration provision, between the parties will be resolved in Orange County Superior Court. The parties hereto further stipulate that the agreement will be interpreted pursuant to California law.

ARBITRATION Any and all claims made by or against DASKA shall be subject to binding arbitration. Binding arbitration will take place at JAMS. If the parties cannot agree on an arbitrator, then JAMS will pick three jurist with each party removing one. The remaining jurist will be the arbitrator. An award from the arbitrator shall be binding in any court of competent jurisdiction.

ENTIRE AGREEMENT This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement is sought.

SEVERABILITY If any portion of this agreement is deemed to be non-enforceable, all other provisions will remain enforceable.

NO USE OF COPYRIGHTED IMAGES By entering this agreement Owner certifies that all images uploaded on this site are their sole and separate property. Owner further certifies that he is not using any images that are the copyrighted property of a third party.

LIMITATION OF LIABILITY FOR DASKA HOLDINGS, LLC

Owner and Borrower agree that Daska Holdings, LLC (“DASKA”) aka Tooltoyou.com is a third-party intermediary/advertiser that has facilitated the rental of the Equipment between the Parties, and is therefore not liable for any warranties, representations, or understandings made prior to, during, after, and/or in contemplation of the Agreement between the Parties. Parties agree to hold DASKA harmless for any issues arising from the rental, including but not limited to, injury, payment, functionality, damage, return and/or use of the equipment. DASKA has no ownership interest, whatsoever, in the Equipment being rented. DASKA makes no representations or warranties, express or implied or otherwise, regarding the Equipment being rented. DASKA has not, in any way, reviewed or inspected the equipment.

Owner's Signature

Borrower's Signature

Date

Date

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