



**DISCOVERSTENO  
USED WRITER RENTAL AGREEMENT**

<b>Customer #</b>	N/A	<b>Email Address</b>	_____
<b>Student Name</b>	_____	<b>Phone Number</b>	_____
<b>School</b>	N/A	<b>Ship-to Address</b>	_____
		<b>City, State, ZIP</b>	_____
<b>Order #</b>	_____	<b>Term of Agreement</b>	8 weeks (extendable upon reverification of student status)
<b>Equipment Serial #</b>	_____	<b>Rental Rate</b>	\$50 (plus applicable tax)

By executing this Agreement, I authorize Stenograph to charge the indicated credit card the Rent and any other amounts that apply to this Agreement.

<b>Name on Card</b>	_____	<b>Expiration Date</b>	_____
<b>Credit Card #</b>	_____	<b>CVV</b>	_____
<b>Billing Address (if different)</b>	_____		

**\*SIGNATURE REQUIRED FOR DELIVERY \***

Subject to this Used Writer Rental Agreement, Stenograph, LLC ("Stenograph") rents the above-described Equipment to Student and Student rents the Equipment from Stenograph. This Agreement is subject to the Rental Agreement Terms and Conditions attached hereto.

**Student**

**Stenograph, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please sign and return to:**

Fax: 1.630-532-5700 or sales@stenograph.com



### **Rental Agreement Terms and Conditions**

1. Subject to this Agreement and the Terms and Conditions set forth below, Stenograph, LLC ("Stenograph") rents the above-described Equipment to Student and Student rents the Equipment from Stenograph.
2. The Term of the rental of the Equipment is as set forth in this Agreement, unless terminated earlier in accordance with Section 12 below. Student may terminate this Agreement at any time upon written notice and return of the Equipment to Stenograph. Stenograph may terminate this Agreement upon written notice if Student fails to provide verification of student's status as a DiscoverSteno participant within ten (10) days of Stenograph's request. Student and Stenograph may extend the Term upon mutual agreement in writing.
3. Student shall pay rent as set forth above. Rent is due and payable upon shipment.
4. Stenograph will pay for outgoing and return delivery charges within the contiguous United States via Fedex Ground. Student will be responsible for any other delivery charges.
5. Except as specifically provided in writing otherwise, the Equipment is rented as-is. Student's acceptance of the Equipment shall create an irrefutable presumption that Student has inspected the Equipment and determined that the Equipment is in acceptable operating condition and repair. If Student provides written notice, within five (5) business days of delivery, of any material defect in the Equipment, Stenograph will replace the Equipment at no additional expense to Student. Student shall be deemed to have accepted the Equipment if Student uses the Equipment or fails to provide written notice of any material defect within five (5) business days after delivery.
6. Student must use (and cause to be used) the Equipment in compliance with applicable operating manuals and instructions and must keep the Equipment in good operating condition, reasonable wear and tear accepted. Student must promptly notify Stenograph of any mechanical failures or defects in the Equipment. Student may not alter or repair, and may not cause or permit any person to alter or repair, the Equipment without Stenograph's prior written consent, which Stenograph may withhold in its absolute discretion.
7. Student acknowledges that the Equipment is of a size, design, capacity, and manufacture selected by Student. STENOGRAPH DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE EQUIPMENT. STENOGRAPH'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT SHALL BE TO REPLACE, REPAIR OR REMOVE, AT ITS DISCRETION, ANY DEFECTIVE EQUIPMENT OR PART THEREOF. IN THE EVENT THE EQUIPMENT IS NOT REPAIRABLE AND STENOGRAPH IS UNABLE TO PROVIDE CONFORMING EQUIPMENT, STUDENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REMOVAL OF THE EQUIPMENT AND THE TERMINATION OF THIS AGREEMENT.
8. Stenograph will remain the owner of the Equipment throughout the Term. Student has no interest in the Equipment except as expressly set forth in this Agreement. Student shall not permit, and shall indemnify Stenograph for, any claim, levy, lien or legal process issued against the Equipment.
9. Student shall return all Equipment in substantially the same condition in which it received such Equipment and shall fully indemnify Stenograph for any damage to the Equipment while the Equipment is in Student's care, custody and control. If the Equipment is lost, stolen or destroyed while in the Student's care, custody and/or control, then Student must pay to Stenograph the sum of Three Hundred Dollars (\$300) as compensation for loss or destruction of the Equipment. The Student shall immediately notify Stenograph if at any time during the Term the Equipment is lost, stolen, damaged or destroyed.
10. IN NO EVENT SHALL STENOGRAPH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND DOWN TIME.



11. Student may not assign this Agreement nor sublet the Equipment without Stenograph's prior written consent, which Stenograph may withhold in its own discretion.

12. If Student fails to perform or observe any provision of this Agreement (such event being an "Event of Default"), then Stenograph may, upon ten (10) days written notice, do any or all of the following: (i) terminate this Agreement, (ii) recover from Student all damages incurred by Stenograph as a result of the Event of Default; (iii) take possession of the Equipment, wherever it may be located, without demand, notice court order or other process of law, and without liability to Student, its agents, employees, and contractors for any resulting damage; and/or (iv) pursue any other remedy available at law or in equity. Notwithstanding anything in the foregoing to the contrary, upon an Event of Default, Student acknowledges that Stenograph is entitled to obtain an immediate writ of possession of the Equipment, without posting a bond, which requirement Student expressly waives. Stenograph's remedies are cumulative.

13. If Student fails for any reason to return the Equipment as and when required hereby, Stenograph shall be entitled to assess and demand continued Rent, and Student shall pay such Rent until the Equipment is returned.

14. Stenograph reserves the right to post charges to any credit card or other form of payment on file for Student for damages or other delinquent amounts under this Agreement if such amounts are not paid in full within ten (10) days of written notice from Stenograph. Student hereby expressly consents to such charges.

15. This Agreement and the parties' rights and duties will be construed and interpreted in accordance with Illinois law, without regard to its choice of law rules. If any term of this Agreement or its application to any circumstance is invalid, the balance of the terms will remain effective.

Rev. Feb.2018