**TERMS AND CONDITIONS APPLICABLE TO**

**DAILY/SHORT TERM RENTAL OF GENERAL PURPOSE**

**COMMERCIAL PRODUCTS**

1. STATEMENT

 a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would **rent** a car for a day or a week and **lease** it for one or more years, the intent of this Schedule pricelist is to provide for the rental of products accordance to agency need. If the Agency’s requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.

 b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Leasing or Purchase and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, to ascertain whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

 a. In recognition of the types of products on this Schedule and the potential adverse impact to the Government’s mission, the Government’s quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The products shall remain in the possession of the Government until the expiration of the rental agreement. Any assignment, sale, bankruptcy or other transfer of the rented products by the Contractor will not relieve the Contractor of its obligations to the government and will not change the Government’s duties or increase the burdens or risks imposed on the Government.

 b. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as of this pricelist.

3. ORDERING PROCEDURE

 a. When a Government ordering office wishes to place a rental order through this Schedule, the following information will be provided to the vendor:

 (1) The required products,

 (2) The required delivery date,

 (3) The term of the rental order, and

 (4) The location and intended use of the products.

 b. The vendor will respond with whether the products can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The Government may obtain installation from the Contractor or from other sources, including Government performed installation and/or maintenance.

5. RENTAL PAYMENTS

 a. Rental payments are as stated in this pricelist.

 b. If the sum of the payments exceeds \_[TBD at Task Order level]\_% of the stated initial value of the rented products, then ownership of the rented property transfers to the renting agency.

**NOTE: Offeror is to insert a proposed percentage.**

6. ORDER END OPTION

At the end of the order rental term, the government will return the products to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the Government elects to extend the rental order.

7. UPGRADES AND ADDITIONS

 a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the products (“additions”) provided that such additions:

 (1) can be removed without causing material damage to the products;

 (2) do not reduce the value of the products; and

 (3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.

 b. Any other additions may not be installed without the Contractor’s prior written consent. At the end of the rental term, the Government shall remove any additions which:

 (1) were not rented from the Contractor, and

 (2) are readily removable without causing material damage or impairment of the intended function, use or value of the equipment and restore the product to its original configuration.

 c. Any Additions which are not so removable will become the Contractor’s property (lien Free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the products during periods of transportation, installation and during the entire time the product is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The Government shall have no right or interest in the products except as provided in this rental schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Products rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (1) Termination for the Government’s convenience.

12. RETURN OF PRODUCTS

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.