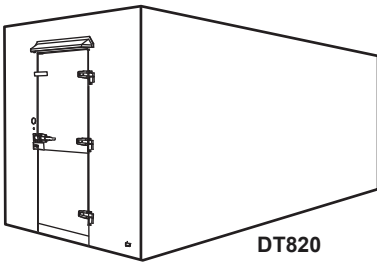




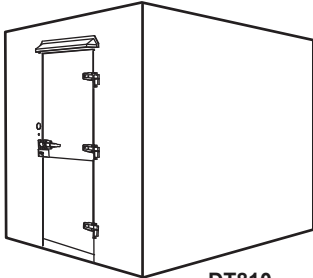
# POLAR LEASING C O M P A N Y , I N C .

REFRIGERATION RENTAL

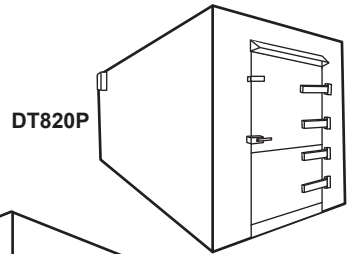
## INSTALLATION & SERVICE MANUAL



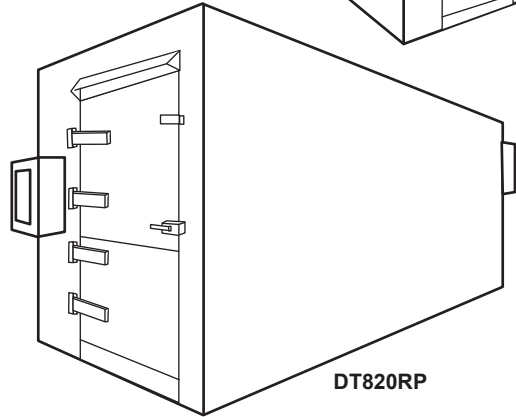
DT820



DT810



DT820P



DT820RP

### Seamless Fiberglass Walk-In Coolers and Freezers

4410 New Haven Ave. Fort Wayne, IN 46803  
Toll-Free: 877.260.7903 Fax: 260.428.2533  
Service: 877.428.2532  
[www.polarleasing.com](http://www.polarleasing.com)



*To Our Customers:*

*Thank you for renting a Polar Leasing® walk-in to fill your refrigerated storage requirements.*

*Your walk-in has been designed and engineered to provide trouble-free service.*

*All Polar Leasing® walk-ins are factory constructed using space-age materials and state-of-the art manufacturing techniques. Every unit receives numerous quality inspections and is pre-tested prior to delivery. The finished product is the best and most efficient walk-in available on the market.*

*However, should you experience a service problem, please contact our customer service department. They will work with you on resolving the problem and insure your continued satisfaction.*

*Again, thank you for choosing Polar Leasing®. Should you require future refrigerated storage, we would appreciate the opportunity to serve you again.*

*Polar Leasing Company, Inc.*



This manual is also available  
online in our resource center.  
**[www.polarleasing.com](http://www.polarleasing.com)**



All diagrams are available in larger format online in our resource center at [www.polarleasing.com](http://www.polarleasing.com)

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A General Unit Information Sheet is included with this manual for convenience. This sheet contains detailed information on the walk-in. Please have this information available when requesting service.

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## REFRIGERATION BASICS

Modern refrigeration has many applications. The first, and probably the most important is the preservation of temperature sensitive products and inventory. When kept at the proper temperature, these sensitive products will not only last longer, but also prevent bacteria formation.

Before looking at the operation of mechanical refrigeration, it is important to understand the physical and thermal properties of the mechanisms and substances used to extract heat. Removing heat from the inside of the walk-in is somewhat like removing water from a leaking boat. A sponge may be used to soak up the water and then held over the side, squeezed, and the water released overboard. The operation may be repeated as often as necessary to transfer the water from the boat back into the lake.

In a walk-in, heat instead of water is transferred. Inside the walk-in heat is absorbed by the liquid refrigerant in the evaporator as the refrigerant changes from a liquid to a vapor. After the refrigerant has absorbed heat and turned it into a vapor, it is pumped into the condensing unit located outside the refrigerated space and then compressed. The heat is "squeezed" out by high temperature and then cooled in the condenser. This cycle repeats until the desired temperature is obtained.

Cold is a relative term used to describe low temperature, it is not something that is produced. Rather, the removal of heat results in a condition termed "cold". A refrigerator produces a condition called "cold" by removing heat from inside the refrigerator and the stored content within it. Most people have all felt the heat on the floor as they walked by their refrigerator in their home. The principle of heat removal is the same for a walk-in cooler and/or freezer.

It is always important to keep in mind the difference between refrigerating and freezing. Further, the standard walk-in cooler is designed to maintain the temperature of the product at 35°F, providing the temperature of the product is within 10°F of this temperature. If the product to be maintained is continually at a higher temperature, additional refrigeration system capacity will probably be required. The same parameters hold true for freezers.

To ensure there is adequate refrigeration capacity, be sure to provide the sales consultant with as much information as possible about how the cooler and/or freezer will be used.

### HEAT LOAD

As we mentioned earlier, the refrigeration system on the walk-in does not make things cold. The system instead removes heat from the walk-in structure. Where does the heat come from that must be removed by the refrigeration process? The two most common sources that can be controlled are door openings and product load. One 100-watt lamp left on in a walk-in will generate 8,208 BTU in a 24-hour period. Keep door openings and closings to a minimum to conserve energy. When working inside the walk-in, close the door. No need to worry, as there is a door opener inside.

### PRODUCT LOAD

The main heat source in a walk-in is the amount of heat that must be removed from the stored product. For example, if a walk-in is loaded with 1,500 pounds of product at 0°F, very little heat will have to be removed to obtain a temperature of -10°F. If the same 1,500 pounds of product is delivered from a supplier at +25°F, the refrigeration system must run to remove this heat from each and every pound of product, until the satisfactory temperature of -10°F is reached, resulting in a larger utility bill. Smaller utility bills will be realized if the supplier removes heat from the product.

Remember, the unit is designed as either a holding unit (little or no product load) or has been designed to compensate for known product load. It is important to tell the sales consultant how the unit is intended to be used. If significant product load occurs in a unit designed for holding, serious temperature problems may occur.

---

## **LOADING THE WALK-IN**

Wait until the unit has reached desired temperature setting before loading. When loading the walk-in, be sure to allow plenty of airflow around the product because good airflow decreases the amount of time needed to remove heat. Be sure to allow adequate room around the evaporator. As well, never have a product closer than 12 to 16 inches from the evaporator. Remember, the evaporator is hot during defrost and can thaw a product that is too close.

## **BASIC STRUCTURE**

The structure of the walk-in is manufactured at our factory in Fort Wayne, Indiana. Four-inch, two-pound density foam insulation (the most efficient insulation available) is used in the walls, floor, and ceiling of the unit. The base of the unit has a built-in steel frame providing tremendous strength and allows for easy movement or total portability should a need require this flexibility.

The unit is completely encased in fiberglass...one continuous surface...which means no seams, no rivet holes, and no air leaks. Unlike other outdoor units, splits or metal tears will never have to be caulked in a Polar Leasing® walk-in. No protective roofs or enclosures are required. All the cold air stays in the unit where it belongs. This equates to big dollar savings.

## **REFRIGERATION**

Polar Leasing® selects the best refrigeration components available for each walk-in application.

Every system is engineered to provide maximum operating efficiency and years of trouble-free operation. All units are adjusted to the customer's temperature requirements. Trained technicians test and monitor the performance of each unit for 24 hours prior to it leaving our factory.

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## INSTALLATION INSTRUCTIONS

Polar Leasing® walk-in coolers and/or freezers are delivered to our customers fully assembled and require only a few basic procedures prior to start-up.

### DO'S

1. Provide a level slab as required by the local building code. It is very important that the surface is level for proper drainage and operation. See Section 3 "Technical Information" for walk-through applications where walk-in unit is to be attached to the building.
2. Condensing unit on the top (or back) of the walk-in should be a minimum of 6 feet from any building intake or exhaust ventilation fans.
3. Keep an open area of at least 3 feet around condensing unit to assure that sufficient air ventilates across the compressor.
4. Make sure to have adequate electrical service for the particular unit.
5. Once walk-in is in place, a qualified electrician in accordance with the NEC and/or local electrical codes may then wire it. A wiring diagram is located on the back of the electrical box panel on the condensing unit.
6. The unit is now ready for operation. (See sequence of operation.)
7. Units are preset at the factory to automatically include four defrost cycles with a minimum duration of 30 minutes each.

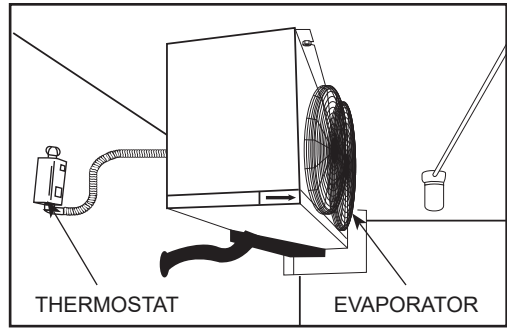
### DON'TS

1. Do not physically alter any controls, switches, wires or any device carrying an electrical current, without disconnecting power to the walk-in cooler and/or freezer.
2. When cleaning the inside of the unit with any liquid substance, turn off electrical power.  
**IMPORTANT: DO NOT USE BLEACH OR AMMONIA TO CLEAN INSIDE OF UNIT AS IT MAY CAUSE DAMAGE TO THE EVAPORATOR COIL ALUMINUM FINS.**
3. **IMPORTANT: DO NOT DISCONNECT MAIN POWER SUPPLY WHILE COMPRESSOR IS RUNNING. DAMAGE MAY OCCUR AT RESTART IF COMPRESSOR IS NOT ALLOWED TO PUMP DOWN.**

# SEQUENCE OF OPERATION: COOLERS AND FREEZERS

## COOLERS

Most Polar Leasing® units are equipped with an adjustable thermostat located near the evaporator, on the inside left wall of the walk-in. Polar Leasing® does not preset units to temperatures requested by the customer. It is the customer's responsibility to adjust the thermostat to an operating temperature, within the capable range of the unit. Polar Leasing® recommends not to set the walk-in temperature colder than required, as this will cause unnecessary power consumption. Recommended temperature for a cooler ranges from +34°F to +37°F, unless specified otherwise for special applications.



**FIGURE 1: THERMOSTAT AND EVAPORATOR LOCATION INSIDE WALK-IN UNIT**

## Refrigeration - Initial Start-Up

When starting up the cooler refrigeration system for the first time, the following events occur.

The operating sequence is as follows:

1. Thermostat calls for refrigerant.
2. Liquid line solenoid valve opens, allowing refrigerant to flow.
3. Pressure control makes the control circuit and the condensing unit operate.
4. When the room thermostat is satisfied, the liquid line solenoid will close, and the compressor will pump down and turn off. (Fan on unit cooler will continue to run.)

## Defrost

Defrost is accomplished during refrigeration off cycle. Four defrost cycles per day are programmed at the factory (4 a.m., 10 a.m., 4 p.m., and 10:00 p.m.). Polar Leasing® does not guarantee these times have not been changed by the previous renter. It is the responsibility of the renter to set appropriate defrost times at initial start-up.

Do not be alarmed. The interior temperature may rise slightly during the defrost cycle. Soon after the cycle is complete, the unit will return to operating temperature.

## FREEZERS

Most Polar Leasing® units are equipped with an adjustable thermostat located near the evaporator, on the inside left wall of the walk-in. Polar Leasing® does not preset units to temperatures requested by the customer. It is the customer's responsibility to adjust the thermostat to an operating temperature within the capable range of the unit. Polar Leasing® recommends not to set the walk-in temperature colder than required, as this will cause unnecessary power consumption. Recommended temperature for a freezer ranges from 0°F to -10°F for frozen food.

---

## Refrigeration - Initial Start-Up

When starting the system up for the first time, the fans will be delayed by the defrost termination thermostat and will not operate until the coil temperature is approximately +20°F.

The operating sequence is as follows:

1. Thermostat calls for refrigerant.
2. Liquid line solenoid valve opens, allowing refrigerant to flow.
3. Pressure control makes the control circuit and the condensing unit operates.
4. The coil temperature falls to approximately 20°F and the evaporator fans come on.

**NOTE:** The fans may cycle two or three times until the room temperature is stabilized.)

5. When the room thermostat is satisfied, the liquid line solenoid will close, and the compressor will pump down and turn off. (Fan on unit cooler will continue to run.)

## Defrost

### (Time Initiated - Temperature Terminated)

After a run period of approximately 6 hours, the evaporator coil will be frosted and require a defrost cycle. Four defrost cycles per day are programmed at the factory (4 a.m., 10 a.m., 4 p.m., and 10 p.m.). It may be necessary to change the defrost cycle times to fit a work schedule.

The interior temperature may rise 10°F to 20°F during the defrost cycle. Do not be alarmed. No thawing of the product will occur. Soon after the cycle is complete, the unit will return to operating temperature.

The defrost sequence is as follows:

1. Timer starts defrost cycle.
2. Liquid line solenoid valve closes, evaporator fans stop, and the defrost heaters are energized.
3. After pumping down, the compressor stops.
4. The heaters warm the coil, melt the frost, and trip the termination thermostat at the set temperature.
5. The defrost cycle is terminated, the liquid line solenoid opens, and defrost heaters are de-energized.
6. The pressure switch closes and the compressor starts the refrigeration cycle.
7. The evaporator fans will remain off until the coil temperature reaches approximately 20°F.

Should the termination thermostat fail to end the defrost cycle, the timer fail-safe time is designed to end after 30 minutes.

## Defrost Adjustments – Freezer

Optimal defrost is accomplished when the defrost cycle ends immediately after all the ice has cleared from the finned coil surface on the evaporator. Too long or too short of a defrost period may cause operational problems or waste electricity.

The defrost periods set at the factory are for “average” freezer use. Depending on the frequency of door openings and the ambient climate, it may be necessary to make adjustments to the defrost cycle.



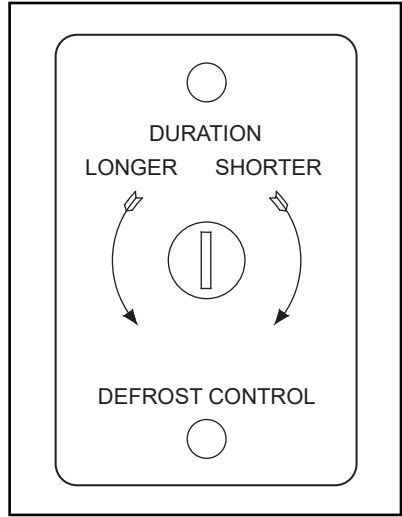
- **ICE DROPLETS FORMING ON THE CEILING** is a sign that the system is remaining in defrost too long after the ice clears from the coil fins. This can be corrected by turning the defrost duration screw towards the “shorter” position (Figure 2).

If freezer still remains in defrost too long, a defrost setting pin should be removed from the timer clock (Figure 3). Repeat if necessary.

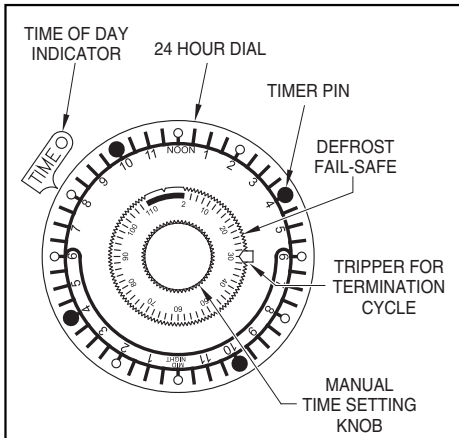
- **ICE BUILD-UP ON BACK OF EVAPORATOR COIL** is a sign that the defrost period is not long enough. Turn duration setting towards the “longer” position (Figure 2). If build-up still occurs, a defrost setting should be added to the timer clock (Figure 3).

**NOTE:**

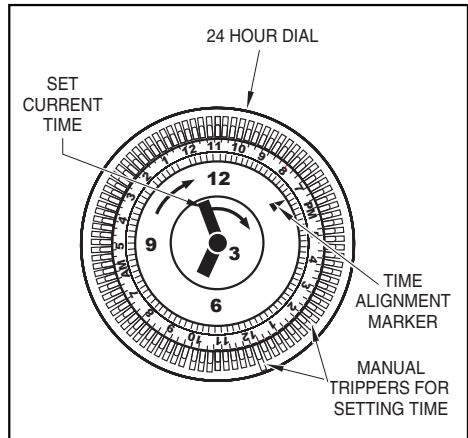
1. If excessive ice build-up has occurred, it may be necessary to manually melt away ice from coil surface prior to making adjustments. System must be turned off in order to manually defrost the coil.
2. Allow 24 hours between adjustments.
3. Not all freezers are adjustable. To find out if this unit is, find the defrost control (Figure 2), or call for assistance.



**FIGURE 2: DEFROST CONTROL LOCATED ON RIGHT END OF EVAPORATOR COIL (MLT MODELS ONLY)**



**FIGURE 3: DEFROST TIMER CLOCK LOCATED IN ELECTRICAL CONTROL PANEL ON TOP OF WALK-IN**



**FIGURE 4 2018 DEFROST TIMER CLOCK LOCATED IN ELECTRICAL CONTROL PANEL ON TOP OF WALK-IN**

## A421 THERMOSTAT (If Equipped)

To adjust temperature on the A421 thermostat:

1. Press MENU button.
  - a. "OFF" will be displayed.
2. Press MENU button again.
  - a. The temperature the compressor will turn OFF will be displayed.
  - b. Adjust the up or down arrow key to the desired room temperature.
3. Press MENU button.
  - a. "ON" will be displayed.
4. Press MENU button again.
  - a. The temperature the compressor will turn ON will be displayed.
  - b. Adjust the up or down arrow key to a temperature a few degrees warmer than the desired room temperature.

**NOTE:** A "SNOWFLAKE" **MUST** appear in the lower right corner of the display, indicating the system is in REFRIGERATION MODE. If a "FLAME" appears, the "OFF/ON" temperatures need to be reversed.

5. Press the MENU button again to save the settings. When "SF" appears, leave controller alone and after 30 seconds it will revert back to the room temperature.

For the refrigeration cycle to work properly, the OFF temperature must be set lower than the ON temperature. For example, if a 0°F room temperature is desired, set the OFF temperature to 0°F and the ON temperature to +3°F. With these settings, the refrigeration cycle will start when the temperature is 3°F or above, and will end when the room temperature is 0°F.

For more detailed instructions, scan the Quick Response (QR) Code on the face of the thermostat.



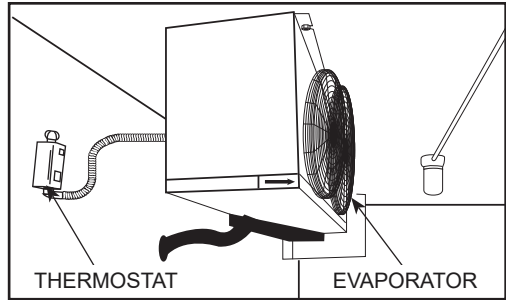
## OPERATING TIPS

The operation of a Polar Leasing® walk-in cooler and/or freezer has been engineered to be as simple and trouble free as possible. This manual provides some helpful hints for everyday use of the equipment.

1. After unit has been delivered, we recommend that anyone who will work with the Polar Leasing® unit take a minute and walk through it to familiarize themselves with the unit.

### THINGS TO LOOK FOR:

- A. Door Handle: Locking equipment and safety equipment.
- B. Lighting: Location of switch, indicator light, and light bulb.
- C. Thermometer: Proper operating temperature. If the temperature displayed on the thermometer is incorrect, the thermometer may be out of adjustment. Verify the walk-in temperature with another thermometer and follow the pointer-reset instructions.
- D. Thermostat: Location on right side of evaporator coil in unit. Adjusting dial higher or lower can change the temperature. Polar Leasing® does not recommend running the unit any cooler than required for economical operation. (Do not set a cooler below 32°F or damage may occur.)



**FIGURE 5: THERMOSTAT AND EVAPORATOR LOCATION INSIDE WALK-IN UNIT**

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# MAINTENANCE

## RECOMMENDED ANNUAL MAINTENANCE

As part of a comprehensive maintenance plan, Polar Leasing® recommends that the following service functions be performed at least once a year. (Heavy dust areas may require more frequent attention). It is also recommended that a qualified refrigeration technician perform service.

1. Clean condenser coil.
2. Check unit for proper operation.
3. Check refrigerant charge.
4. Have condensate drain line checked and cleaned.
5. Have evaporator coil checked and cleaned with mild detergent.
6. Oil all electric motors in use.
7. Check cut-in and cut-out pressures.
8. Check for proper defrost cycle.
9. Check caulking around drain lines and any other through wall and roof penetrations. Reseal as necessary.

## CIRCUIT BREAKERS

All Polar Leasing® coolers and freezers are equipped with circuit breakers. Circuit breakers must be in the “ON” position for the unit to operate.

**DO NOT USE THE CIRCUIT BREAKERS AS AN ON-OFF SWITCH.** Units must go through a “pump down” first or compressor damage may occur at start up.

Interior lights are prewired. No special connections are required; they are activated when system connections are made.

## ALLOWABLE VOLTAGES

### EXTREME ALLOWABLE VOLTAGE AT COMPRESSOR TERMINALS

	Nominal Voltage Range	Extreme Voltage Range
Single Phase – 60 HZ	230	207-253
Three Phase – 60 HZ	208-230	187-253

## AMP LOAD REQUIREMENTS AND BTUH SYSTEM CAPACITIES

DESCRIPTION	DT810	DT820	DT820DP	DT820RP
<b>Condensing Unit</b>	FFAP-020Z-CFV	DJAF-024Z-CFV	DJAF-024Z-CFV	XFAP-030Z-CFV
<b>Evaporator</b>	AE26-92B	AE36-140B	AE36-140B	RL6E-142-DPA
<b>Voltage</b>	208-230/110V	208-230/110V	208-230/110V	208-230/110V
<b>Horsepower</b>	2.0	2.25	2.25	3.0
<b>0°C Capacity (@ 32°C)</b>	15000 BTU/Hr	21900 BTU/Hr	21900 BTU/Hr	27500 BTU/Hr
<b>-23°C Capacity (@ 32°C)</b>	6060 BTU/Hr	8810 BTU/Hr	8810 BTU/Hr	10950 BTU/Hr
<b>Phase</b>	1	1	1	1
<b>Cycle</b>	60Hz	60Hz	60Hz	60Hz
<b>Minimum Circuit Amps (MCA)</b>	19.6	27.4	27.4	32.9

### WIRING DIAGRAMS

The diagrams on the following pages are typical wiring diagrams.  
Please refer to the inside cover of the electrical panel for the systems wiring diagram.



All diagrams are available in larger format online in our resource center at [www.polarleasing.com](http://www.polarleasing.com)

# TROUBLESHOOTING

## GENERAL REFRIGERATION SYSTEM SERVICE ANALYSIS

PROBLEM	POSSIBLE CAUSES	CORRECTIVE STEPS
Compressor will not run.	No supply at motor.	Check connections and controls.
	Main disconnects open	Close disconnect.
	Fuse blown	Repair electrical defect; replace fuse.
	Overload open circuit	Rectify overload condition; replace overload.
	Control open circuit.	Repair or replace.
	Burn out.	Check windings with meter.
Compressor hums but will not start.	Incorrectly wired.	Check against wiring diagram.
	Motor winding incorrectly connected.	Check winding resistance. The resistance of the start windings for single-phase motor should be higher than that of the run windings. The windings of three-phase motors should be equal.
	Low line voltage.	Check voltage at motor terminals.
	Start capacitor open circuit.	Replace start capacitor.
	Relay not operating.	Replace relay.
	Motor winding open circuit.	Check leads; if correct, replace compressor.
	Seized compressor.	Check oil level; rectify seize or replace compressor.
	Piston jammed or broken valve reed.	Rectify cause of liquid pumping; replace valve plate.
Compressor will not run up to speed.	Low line voltage.	Check voltage at motor terminals.
	Relay defective.	Replace relay.
	Start capacitor shorted.	Replace capacitor.
	High discharge pressure.	Ensure that discharge shut-off valve is open. Check condenser cooling.
	Incorrectly wired.	Check against wiring diagram.
	Motor winding incorrectly connected.	Check winding resistance. The resistance of the start windings for single-phase motors should be higher.
Compressor short cycles.	Control differential too small.	Readjust controls.
	Valve plate leaking.	Replace valve plate.
	Motor overloading.	Check condenser cooling, refrigerant charge, compressor lubrication, and load conditions.
	Shortage of refrigerant.	Repair leak and check for acidity.
	Expansion valve.	Adjust or replace.
	High-pressure switch operates.	Check condenser cooling, and refrigerant charge.

<b>PROBLEM</b>	<b>POSSIBLE CAUSES</b>	<b>CORRECTIVE STEPS</b>
Start relay burnt out.	Low voltage.	Check voltage at motor terminals.
	Run capacitor incorrect.	Fit correct valve capacitor.
	Short cycling.	Reduce number of starts per hour to 20 or less.
	Prolonged operations on start windings.	Reduce starting load, check for low voltage.
	Incorrect relay.	Fit correct relay.
High discharge pressure.	Refrigerant overcharge.	Remove refrigerant.
	Air in system.	Purge air.
	Dirty condenser.	Clean condenser.
Low discharge pressure.	Shortage of refrigerant.	Check for leaks and moisture; add refrigerant.
	Compressor inefficient.	Check and replace valve plate.
Compressor noisy.	Shortage of oil.	Check application for oil return; add oil.
	Pumping liquid.	Check application for oil return; ensure that liquid refrigerant does not return to compressor.
	Broken valve reed.	Check application for liquid pumping; replace valve plate.

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## TERMS AND CONDITIONS OF RENTAL CONTRACT

In consideration of the renting of the Equipment to the Company (hereinafter referred to as the "Renter") as described and identified on page 1 of this contract from Polar Leasing Company, Inc. (hereinafter referred to as the "Dealer") and upon the terms and conditions and for the price herein specified, it is agreed as follows:

- 1. RENTAL CHARGES, TERM AND EXTENSIONS.** The "Duration" or term of this contract begins on the date specified as "Rental Start Date" and terminates on the date specified as "Rental End Date" as identified on page 1 of this contract unless amended in writing. Rental Charges commence on delivery of Equipment to Renter and ends upon return of Equipment to Dealer's Depot Unit Location. If the Renter does not return the equipment or allow Dealer to pick up the equipment by the "Rental End Date" or the Dealer's scheduled pickup date, Renter agrees to pay a "Late Return Fee Per Day" as identified on page 1 of this contract. Extension of the "Duration" of this contract requires 48 hour written notice and approval by Dealer.
- 2. ACCEPTANCE, INSPECTION, USE, TITLE, GRAPHICS, SIGNAGE AND RETURN PROVISIONS.** Upon acceptance of the pickup of the equipment by Renter or delivery of the equipment to Renter, Renter accepts and rents the Equipment on an "as is" basis. Renter acknowledges receipt of the Equipment, agrees to use the Equipment as identified on page 1 of this contract and fully understands its proper operation start up and use as identified on the Equipment and also available on the web at: [www.polarleasing.com](http://www.polarleasing.com). If Renter is transporting Equipment or making transportation arrangements through Renter's contractor or agents, Renter acknowledges and declares that Renter, contractor or agents have examined the Equipment and all hitches, bolts, safety chains, hauling tongues, devices and materials used to connect the Equipment to Renter's towing motor vehicle and/or trailer prior to transporting Equipment, and upon receipt of Equipment, Renter agrees that Renter is responsible for the transportation, loading and unloading of the Equipment. Without Dealer's written consent, Renter shall not remove the Equipment from the delivery location as described on page 1 of this contract or allow the use of Equipment by anyone other than the Renter. Title to the Equipment is and shall remain with the Dealer at all times. Affixing or adding graphics, signage or any other attachments to the unit is not permitted unless prior written approval has been granted by Dealer and shall be at the Renter's sole expense. Renter agrees to return the Equipment to Dealer in as good condition as when received by Renter.
- 3. EQUIPMENT BECOMES UNSAFE OR REQUIRES REPAIR.** Renter will immediately discontinue use of the Equipment should it at any time the Equipment become unsafe or in need of repair. Renter shall immediately notify Dealer and take all steps necessary to protect their contents and injury to others. Renter shall not permit any repairs to be made to the Equipment without Dealer's written consent.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter and Renter agrees, at Renter's sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Furthermore, Renter shall not permit or allow any illegal or unauthorized use of the Equipment including, but not limited to the storage of hazardous materials.
- 5. RENTER'S LIABILITY FOR ABUSE, MISUSE, DESTRUCTION, LOSS OR THEFT OF EQUIPMENT.** In the event of any accident or casualty resulting in abuse, misuse, destruction, loss, theft, bodily injury or property damages arising from the Renter's



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abuse, misuse, destruction, loss or theft of renting said Equipment, Renter agrees to accept full responsibility therefore and shall hold Dealer harmless from any claims or actions arising from the abuse, misuse, destruction, loss or theft of the Equipment. Unless otherwise specified herein, Renter shall pay Dealer the actual replacement cost of the Equipment or the cost to repair the Equipment resulting from the Renter's abuse, misuse, destruction, loss or theft of the Equipment.

6. **DISCLAIMER OF WARRANTIES.** Dealer makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of or defect in the Equipment shall be the reimbursement of the "Rental Charge" commencing from the date of failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's personal property stored in the Equipment, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment unless Dealer is found to be negligent.
7. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms and conditions of this contract by the Renter as provided herein. Renter agrees to pay a late payment penalty at the rate of one and one half (1-1/2%) percent per month on all delinquent accounts, in addition, Renter shall pay all attorney fees and court costs incurred by Dealer to collect or enforce any terms and conditions of this contract.
8. **INDEMNIFICATION OF DEALER BY RENTER/REPOSSESSION.** To the extent permitted by law, Renter agrees to indemnify, release, defend, and hold Dealer harmless from and against any and all liabilities, claims, losses, damages, expenses and attorney's fees including any direct, indirect or consequential loss, liability, damage or expense, however arising or incurred, related to any incident, damage to real property or personal property stored in the Equipment, injury to, or death of, any person in connection with the Renter's use of the Equipment, regardless of whether a lawsuit is filed unless such liabilities, claims, losses or damages arose from the intentional, willful or negligent conduct of the Dealer. In the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms, conditions or provisions hereof, Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.
9. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the renting and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of this contract or whether said taxes are later claimed by the governmental authority.
10. **CHOICE OF LAW.** This contract shall be governed by the laws of the State of Indiana. Renter agrees that by signing this contract, Renter is agreeing to jurisdiction in the State of Indiana.

Date: \_\_\_\_\_ Renter's Initials: \_\_\_\_\_

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## NOTES

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## NOTES



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