

## Rental Contract Terms and Conditions

Conference Rental USA hereby rents to the Client, identified by his or her signature or signature of his or her agent on the pages of this Rental Contract, the Personal Property (also designated as "Equipment") described on the Order placed by the Client and accepted by Conference Rental USA, subject to all the terms and conditions set forth below:

1. All Personal Property is delivered on a rental basis and remains the property of Conference Rental USA except where specifically identified as a sale.
2. The Client agrees not to remove or cover any tags or name plates showing Conference Rental USA as the owner of the Equipment.
3. The Personal Property is rented to the Client by Conference Rental USA to be used by the Client at the designated address(s), for the stated period, and solely for the purposes for which said Equipment was manufactured and intended.
4. It shall be lawful for Conference Rental USA, or its agents, to enter, at all reasonable times, the premises where the rented Personal Property is stored or used to locate and inspect the state and condition of said Equipment.
5. The Client, upon delivery of the Equipment will have an opportunity to test and examine that the Equipment is in good working order. Immediately after completing the testing the Client must notify Conference Rental USA of any defective or inoperable Equipment. Unless the Client notifies Conference Rental USA of a defect or problem with the Equipment supplied, the Client agrees that the Equipment is in good working order and acceptable to the Client.
6. Client fully understands operation of said Equipment, has all questions satisfactorily answered, and agrees to allow said Equipment to be used only by persons who are experienced and familiar with its operation. The Equipment shall at all times remain under the immediate control, supervision and direction of the Client.
7. During the terms of the rental, the Client shall, at his own cost and expense, keep and maintain the Equipment in his custody in a good state of condition and repair, reasonable wear and tear excepted.
8. If the Personal Property is lost or damaged and in need of repair, the Client will immediately pay Conference Rental USA the cost for replacement and/or repair of the Personal Property, in full, upon receipt of invoice. In determining whether the equipment shall be replaced or repaired, Conference Rental USA's judgment shall be conclusive upon the Client. Should Conference Rental USA determine that the Equipment must be replaced, the Client will be responsible for the cost to replace the same item or the closest comparably equipped model, at a

current retail price less any discounts available without deduction for depreciation.

9. The Client shall, at Client's expense, maintain in full force and effect liability, property and casualty insurance in such amounts as necessary to fully protect Conference Rental USA and its Personal Property against claims, loss or damage of whatsoever nature or type. Coverage must begin from the time the Client's agents accept delivery of the Equipment and continue until the Equipment is returned. Client's insurance coverage due to theft or damage shall immediately process all claims and assign all rights as well as all proceeds from such insurance to Conference Rental USA as it relates to this Contract. The Client is obligated, at Client's cost, to provide a written Police report on all losses due to theft within 10 calendar days from date of loss. Conference Rental USA may enforce its remedies directly against the Client without resort to the Client's insurance.

10. The Client must immediately discontinue use of the Personal Property should it at any time, while in Client's possession, become unsafe or in a state of disrepair, and the Client will immediately notify Conference Rental USA's office that the equipment is unsafe and in disrepair.

11. The Client shall personally assume all responsibility and liability for damage or injury (including death) resulting from, arising out of, or occurring in connection with any act, error, or omission (negligence or otherwise) on the part of the Client, his or her agents or employees.

12. The Client agrees to indemnify Conference Rental USA and to hold Conference Rental USA and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of rental for causes arising during the term of the rental.

13. Client acknowledges that the Equipment is rented without warranty, either expressed or implied, including the warranty of merchantability for a specific purpose and that Conference Rental USA assumes no responsibility for the performance or non performance of the Equipment.

14. Client must return the Personal Property on the date specified by Conference Rental USA in the rental Order, or be subject to additional charges. Client will return the rented Personal Property with all attachments, accessories and parts, to the address specified by Conference Rental USA, in the same condition the Personal Property was received, ordinary wear and depreciation excepted.

Initials: ----/-----

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15. If Client desires to extend the rental beyond the date and time originally agreed upon, Client will notify Conference Rental USA a minimum of 24 hours prior to the specified beginning of rental term and obtain Conference Rental USA's approval and terms for the extension.

16. Full payment is due at the time the Order is placed and accepted. If the Client has been approved for credit with Conference Rental USA Credit Department, the terms of payment are net thirty (30) days from the invoice date. Conference Rental USA may, at its own discretion, revert all charges to a daily rate if account status is not current or prior invoices are not paid on due dates. Conference Rental USA may accept any partial payment without prejudice to its right to recover any remaining balance.

17. Payments which are not received in full by the due date will be considered overdue. Overdue payments will be subject to finance charges computed at a periodic rate (to the extent permitted by law) of 1.5% per month. If Conference Rental USA places the account in the hands of an attorney or other agency for collection, the Client agrees to pay reasonable collection costs, attorney fees and court costs.

18. In the event of cancellation, Conference Rental USA shall be entitled to compensation, not to exceed rental cost, for any losses Conference Rental USA may sustain for having prepared, hold in reserve or sub-rented Equipment, on the Client's behalf. The Client is responsible to pay the rental fee in full for any cancellation within 7 days of the Equipment delivery date specified on the Order. Payments made before the date of cancellation are not refundable. Conference Rental USA may however, at its discretion, give the Client a refund or a credit towards a future rental.

19. The Client does hereby grant to Conference Rental USA an option to terminate this agreement on 24 hours written notice by certified mail or personal service. On the occurrence of said event, the Client shall immediately return the Personal Property to Conference Rental USA, at the Client's risk and expense, in the same condition the Personal Property was received, and Conference Rental USA shall, upon receipt of the Personal Property, refund the unexpired portion of the rental.

20. If the Client shall default on any of the terms and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Client, whereby the said Equipment may be seized or taken, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Client or his property, or if the Client shall enter into any arrangement or composition with his creditors, then and in any such event, Conference Rental USA shall have the option to retake immediate possession of said Equipment and, for such purpose, Conference Rental USA, its agents or employees, may enter upon any premises where said Equipment may be, and may remove the same there from, with or without force and

with or without notice of intention, without being liable to any suit or action or other proceeding by the Client.

21. The Client will pay all collection fees, court costs, attorney's fees, or any other expense required to enforce the terms and conditions of this contract if Conference Rental USA prevails.

22. Client shall not hire any representative of Conference Rental USA for a period of 2 years from the date of termination of the Rental Contract unless agreed to in writing by the Client and an executive officer of Conference Rental USA prior to hire.

23. All future rental Orders received by Conference Rental USA by any means from the Client, if accepted by Conference Rental USA, will be considered binding according to Conference Rental USA Rental Contract Terms and Conditions. In addition, any terms and/or conditions attached to or part of Client's Order are unacceptable to Conference Rental USA unless specifically agreed to in writing by a corporate officer of Conference Rental USA prior to the Order being processed.

24. Conference Rental USA is excused from performance of this contract if such non-performance is caused by force majeure including, without limitations, acts of God, labor action, natural disaster, fire, theft, vandalism or governmental acts or omissions.

25. The laws of the State of California shall govern this Rental Contract. Any and all disputes arising in execution and performance of this Rental Contract shall be subject to the exclusive jurisdiction and venue of the state and federal courts in the State of California, U.S.A. The Client specifically agrees that site of delivery and/or site of installation does not confer jurisdiction upon any local or state court other than in the State of California.

26. In the event that any provisions of this agreement shall be determined by a court of competent jurisdiction to be invalid, the same shall not affect or invalidate the remainder of this Rental Contract, which may be enforced accordingly.

Signature:

Name:

Title:

Date: