

## TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Rental Period – Rental Agreement period begins upon acceptance of materials, whether picked up, shipped, or fully erected and tagged for use. The Rental Agreement shall terminate as provided in Paragraph 2. Length of rental period is contingent upon CUSTOMER and COMPANY.
2. Termination – The Rental Agreement ends when Equipment is returned to Solid Platforms, Inc. hereinafter referred to as COMPANY or purchased by the CUSTOMER. In the event of shortages, the Rental Agreement shall terminate as to such Equipment when the CUSTOMER has notified the COMPANY of the shortage and paid for such Equipment as provided in Paragraph 5. COMPANY shall have the right, without notice, to terminate the Rental Agreement in the event the CUSTOMER: fails to pay the rent when due; breaches any of the terms, conditions or promises contained herein; or becomes insolvent or any proceedings in bankruptcy or receivership are instituted by or against it; and CUSTOMER shall forthwith deliver the Equipment to the COMPANY at the address stated on the Rental Agreement, in good order and condition, ordinary wear and tear caused by reasonable use excepted; or the COMPANY has the right to repossess the Equipment. CUSTOMER hereby agrees to indemnify and hold COMPANY and its agents harmless from all claims by CUSTOMER or any other person arising out of or on account of any repossession.
3. Terms of Payment – Payment due as specified per CUSTOMER agreement. A service charge of 1 1/2% per month or the maximum rate allowed by law, whichever is lesser, shall be charged on all overdue accounts.
4. Use of Equipment – The Equipment will not be removed from the premises of the job address shown on the Rental Agreement unless otherwise agreed to in writing by the parties hereto. CUSTOMER agrees to maintain and use the Equipment in a safe and proper manner and in conformity with the applicable Safety Guidelines and all laws and ordinances pertaining thereto. CUSTOMER agrees that use of the Equipment shall be construed as an acknowledgment by CUSTOMER that when delivered to CUSTOMER by COMPANY the Equipment was in good order and repair, and was in all respects adequate, sufficient, and proper for the purposes for which CUSTOMER rented such Equipment.
5. Maintenance of Equipment – The CUSTOMER shall be at all times and at its own expense keep the Equipment in good, safe, and efficient working order, repair and condition, ordinary wear and tear caused by reasonable and proper use excepted. In the event of damage, loss, modification or destruction of the Equipment or any part thereof, whether or not such event is the fault of CUSTOMER, CUSTOMER shall pay to the COMPANY a sum equal to COMPANY's current list price for any and all such Equipment. It is understood that any and all such damaged or destroyed Equipment shall remain the property of the COMPANY. CUSTOMER agrees that it shall discontinue use of such Equipment immediately and shall return it to the COMPANY for exchange or adjustment.
6. Contaminated Equipment – The Customer agrees to fully decontaminate all equipment exposed to asbestos, radiation, toxic substances, or any other material that would preclude its further use by COMPANY. Such Equipment will be returned to CUSTOMER, and CUSTOMER agrees to pay COMPANY a sum equal to COMPANY's current list price, plus handling charges, for any and all such Equipment.
7. Access to Equipment – At COMPANY's sole option, and without any obligation on its part, COMPANY shall at all times have the right of free access to the Equipment for the purposes of inspecting it and observing its use or operation or determining the nature or extent of its use.
8. Indemnification – The CUSTOMER agrees to fully indemnify and hold harmless the company from all actions, claims, costs, damages, liabilities, and expenses, including reasonable attorney's fees, which may be brought or made against COMPANY, which in any way arise out of, or by reason of, or are claimed to arise out of, or by reason of, the use or misuse of the COMPANY's Equipment rented hereunder, excepting only such actions, claims, costs, damages, liabilities and expenses resulting from the sole negligence of the COMPANY. The intent hereof is that the CUSTOMER shall fully indemnify and hold harmless the COMPANY to the maximum extent allowable by law.
9. Warranties – COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
10. Accident Notification - CUSTOMER agrees to notify COMPANY immediately of any accident involving the Equipment.
11. Non-Waiver – COMPANY's failure at any time to insist upon strict performance by CUSTOMER of the terms of the Rental Agreement shall not be construed as a waiver of COMPANY's right to demand strict performance. The express waiver of one provision of the Rental Agreement shall not be deemed a waiver of any other provision of the Rental Agreement.
12. Attorneys' Fees – CUSTOMER will pay COMPANY's expenses, including but not limited to reasonable attorney's fees and collection agency fees, incurred as a result of CUSTOMER's default in the performance of any obligations hereunder.
13. Assignability – The Rental Agreement may not be assigned by CUSTOMER by its own act or by operation of law without the prior written consent of COMPANY.
14. Governing Law – The Rental Agreement is governed by the laws of the State shown in the COMPANY address on the Rental Agreement.
15. Acceptance – Written acceptance, use or retention of the Equipment, or payment of rental hereunder shall be conclusive evidence of CUSTOMER's agreement to be bound by the terms and conditions contained herein.
16. Entire Agreement – The Rental Agreement comprises the entire contract between the parties, and it is acknowledged that there are no other understandings, representations, warranties, promises, verbal or otherwise, pertaining to the Rental Agreement or to the Equipment, which are not incorporated herein expressly by reference or by a rider signed by the parties and attached hereto.