

RENTAL CONTRACT TERMS AND CONDITIONS

LESSEE acknowledges and agrees to this contract as follows:

1. (a) The LESSEE shall, at his/her own cost and expense, protect, keep and maintain, in his/her own custody, the equipment herein rented, in good state of condition and repair, and agrees to return the same to LESSOR'S premises upon termination of the rental period in the same condition and good order as when received, ordinary wear and tear accepted.

(b) In the event the equipment is destroyed or damaged by any casualty, or is lost, stolen or missing, the LESSEE shall be liable to the LESSOR for the replacement value or cost thereof as determined by the actual cost to the LESSOR to replace or repair the same, and no allowance will be made for the reason that any part of it was not used by the LESSEE, subject, however, to the terms of the damage/loss security fee set forth below.

2. (a) The LESSEE agrees to assume full responsibility and liability for the safekeeping and return to LESSOR'S premises the equipment herein rented. Said equipment is used at LESSEE'S sole risk and LESSEE will indemnify and hold LESSOR harmless from any and all liability, claims, costs and expenses arising out of LESSEE'S use or possession of the equipment.

(b) LESSEE shall, in a manner acceptable to LESSOR, show proof of adequate insurance to cover his rental.

(c) In addition to the foregoing the LESSEE agrees to pay to the LESSOR a sum equal to the rental rate herein charged for the loss of use during the time that the LESSOR is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.

3. (a) The equipment shall not be removed from the United States.

4. (a) If the LESSEE shall default on any of the terms and conditions, or in punctually making any of the payments, or if any execution or process shall be issued in any action or proceeding against the LESSEE whereby the said equipment may be seized or taken, or distrained, or if processing in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his/her property, or if the LESSEE shall enter into any arrangement or composition with his/her creditors, or in the event that any judgment is obtained against the LESSEE, or at any time LESSOR reasonably believes the prospect of the performance of this agreement is, in any way impaired, then and in such event, the LESSOR has the option of declaring this agreement terminated, and the LESSOR may, without notice or demand, by process of law or otherwise, retake possession of said equipment and, for such purpose, LESSOR, its agents or employees, may enter upon any premises where said equipment may be, and remove the same therefrom, with or without force, and with or without notice of intention to retake the same, without being liable to any suit of action or other proceedings by LESSEE.

(b) Nothing contained herein shall be construed to prevent the LESSOR, in the event of monies being due it for rental, repair, replacement or other costs from suing and recovering the monies due it and from repossessing the equipment at the cost and expense of the LESSEE. Such cost include, and all said remedies are expressly permitted, consented to and authorized by the LESSEE.

5. (a) LESSEE specifically agrees that the value of the leased equipment in the event of any loss or damage during the rental period is the value as listed in the Manufacture's current user price list, showing values at the time of the loss, injury or damage.

6. (a) The LESSEE agrees not to deface, obliterate, remove or cover the tag or name plate on the equipment showing the ownership in the LESSOR. The title and ownership shall at all times remain in the LESSOR.

7. (a) The LESSEE shall not sublease the equipment or assign this rental agreement to any other person, firm or corporation, and said equipment shall, at all time, under the immediate exclusive control of the LESSEE.

8. (a) LESSEE does hereby grant to the LESSOR an option to terminate this agreement on twenty-four hours written notice by Certified Mail or personal service. On the occurrence of said event, the LESSEE shall forthwith return to LESSOR'S premises at the LESSEE'S RISK and expense, the equipment in the same condition as when first rented.

9. (a) The acceptance of the return of the rented equipment does not release from any claims that the LESSOR may have against the LESSEE, nor a waiver of claims for latent damage to the equipment.

10. (a) This agreement comprises and contains the entire agreement between the parties, including warranties and representations, if any, and may not be amended or modified, except by agreement in writing, signed by both parties to this agreement.

11. (a) This agreement represents the only warranty express or implied, between the parties hereto, including any implied warranty of merchantability of the fitness for a particular purpose and for any other obligation of liability on the part of the LESSOR.

12. (a) AVCO Technologies neither assumes nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event, for any injury, loss or damage arising out of the use of inability to use the equipment.

13. (a) All equipment is offered for inspection and test at the time of rental. The LESSOR does not guarantee, assume responsibility for, or make any representation for the performance of cameras or equipment. Full day rental charge for equipment returned later than 11 a.m. EST. Accrued rental prices may not apply against purchase price (see section 16). When out on rental, Saturday and Sunday are to be paid. Normal business hours are 8:00 a.m. to 6:00 p.m. EST Monday through Friday. Any pick-up, delivery or return of equipment will be subject to a negotiable surcharge, of which minimum is \$25.00.

14. (a) A 5% cleaning charge will be billed to you if the rented equipment is not returned in the same condition as it left.

15. (a) All equipment MUST be transported in a covered, weatherproof vehicle. AVCO Technologies retains the right to refuse delivery of goods to LESSEE if the transportation of the LESSOR'S equipment does not meet the preceding terms. The LESSEE will indemnify and hold LESSOR harmless from all liability claims, costs and expenses arising out of LESSEE'S failure to provide appropriate transportation as defined in this document.

16. (a) AVCO Technologies may, from time to time, make a special offer to LESSEE subject to retraction at any time, that states that if LESSEE purchases identical equipment within 30 days of the rental period, AVCO will apply the total rental price not to exceed 25% of the **selling price** of said equipment. Offer IS applicable IS NOT applicable (circle one). Initialed for AVCO Technologies by: _____

By signing this agreement you hereby accept the equipment and labor as stated on reverse and agree to the above terms and conditions of this contract.

Signature: _____ Print Name: _____ Date: _____