

MOLE-RICHARDSON CO., RENTAL CONTRACT

1. **RENTEE** is hereby identified on the front of this document as **CUSTOMER** and **RENTOR** is hereby identified as **MOLE-RICHARDSON CO.**
2. **RENTEE** acknowledges inspection and receipt in good condition of the equipment and/or property listed on the face page hereof (the "Property") and receipt of a copy of this rental contract and accepts all conditions herein stated.
3. **RENTEE**, rents, on the terms and conditions stated herein, the Property at the Specified Rental Rates.
4. **RENTEE** agrees that all payments will be made by cash, check or credit card at the time of rental, unless **RENTEE** has an open account with **RENTOR**. If **RENTEE** is on account, all payments must be paid **NET 30 Days** from Date of Invoice.
5. **RENTOR**, GIVES NO WARRANTY EXPRESS OR IMPLIED, AS TO CONDITION, QUALITY OR ANY OTHER MATTER OF THE PROPERTY AND WILL IN NO WAY BE RESPONSIBLE FOR DAMAGES ARISING IN CONNECTION WITH **RENTEE'S** POSSESSION AND/OR USE OF THE PROPERTY.
6. **RENTEE** agrees to operate the Property only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event that the Property becomes inoperative, **RENTEE** shall notify **RENTOR** at once.
7. **RENTEE** agrees that the **RENTOR** shall not be liable for any personal injuries or other damage sustained while using the Property. **RENTEE** further agrees to keep **RENTOR** and **RENTOR'S** subsidiaries and their respective officers, directors, employees and agents free and harmless from any loss, damage, responsibility or obligation sustained by **RENTEE**, or any other person, arising out of the use or possession of the Property. In connection with **RENTEE'S** use of the Property, **RENTEE** shall obtain and maintain, at **RENTEE'S** sole cost and expense, comprehensive general liability, including but not limited to liability for bodily injury and personal injury insurance in the amount of One Million Dollars (\$1,000,000.00) and property damage insurance in an amount equal to the total value of the equipment being rented for each occurrence with a insurance company or companies reasonably satisfactory to **RENTOR**. Such policy of issuance shall name **RENTOR** as an additional insured/loss payee for all liability coverages. **RENTOR** shall not be obligated to furnish the Property to **RENTEE** until **RENTEE** submits to **RENTOR** evidence of such insurance.
8. Title to the Property shall at all times remain vested in **RENTOR**. Upon expiration of the rental period specified herein, **RENTEE** shall return the Property to **RENTOR** in the same condition as received, reasonable wear and tear excepted. If the Property is in need of repair upon **RENTEE'S** return of same; **RENTEE** shall pay all costs of such repair. If the Property is damaged beyond repair or lost or destroyed from any cause, **RENTEE** shall pay **RENTOR** the list price of the replacement Cost for such Property, without any allowance for depreciation or obsolescence.
9. **RENTEE** acknowledges that there is no guarantee on globes and agrees to pay for globes broken, burned out (and not returned) or damaged from any cause. **RENTEE** shall return all burned out, broken or damaged rental globes to **RENTOR**.
10. **RENTAL RATES** and **USAGE PERIODS**. The Specified Rental Rates do not include sales or use tax. In addition to the specified Rental Rates, **RENTEE** shall pay to **RENTOR** any such taxes imposed upon **RENTOR** in connection with **RENTEE'S** use and/or rental of the Property. The Specified Rental Rates do not include any charges for repair service or gasoline for motor vehicles and generators which charges shall be borne by **RENTEE**.
11. **RENTEE** agrees to return the Property by 10:00 AM on the first day immediately following the end of the stated rental period.
12. In the event that the Property is not returned at the time and date specified, additional rent shall be charged at the daily rental rates specified in **RENTOR'S** current published list of rental rates for each day, or part thereof, that **RENTEE** keeps the Property after the time specified.
13. This agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. Should **RENTOR** or **RENTEE** commence a legal action to enforce the terms of this rental contract, the prevailing party in such action shall be entitled to its reasonable attorneys fees incurred in connection therewith.