

BLU TAPE RENTALS — RENTAL AGREEMENT TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN THIS RENTAL AGREEMENT—THEY IMPOSE CERTAIN DUTIES AND LIMIT YOUR RIGHTS AND REMEDIES.

The following terms and conditions apply to all rentals by **BLU TAPE RENTALS** (hereinafter referred to as the “Supplier”) to the “Renter” referred to on the Order attached to and hereby incorporated into this Rental Agreement with respect to all of the Equipment listed thereon.

1. RENTAL AGREEMENT. This is a rental agreement only. Renter hereby acknowledges and agrees that it is only renting the items listed on the attached Order (collectively, “Equipment”) and that Renter is not purchasing the Equipment or acquiring any other interest in it of any kind whatsoever. The Equipment is now and shall remain the property of the Supplier. Renter represents and warrants that the Equipment will be used for commercial purposes only, and not for personal, family or household purposes.

2. DAILY AND WEEKLY RENTALS. Supplier’s Equipment is rented and invoiced on a daily or weekly basis.

(a) DAILY RENTALS. The “one day” rental period begins on the day of pick-up and continues until 10:00 A.M. (Pacific Time) two (2) days thereafter. Renter is required to return all Equipment to Supplier no later than 10:00 A.M. (Pacific Time) on the second day after the day of pick-up; otherwise, Renter will be charged for one (1) week’s rental for all Equipment returned thereafter at the applicable weekly rate, and the rental of such Equipment will thereafter be deemed on a weekly basis in accordance with the terms of Paragraph 2(b) below. For illustration purposes only, if Renter were to pick up an order on Tuesday, March 1st, the Equipment would be due back by 10:00 A.M. (Pacific Time) on Thursday, March 3rd for such rental to be considered a “one day” rental at the applicable daily rate. If, for illustration purposes only, Renter instead returned the Equipment at 1:00 P.M. on Thursday, March 3rd, Renter would then be charged for one (1) week’s rental on the Equipment at the applicable weekly rate, at which point the rental of such Equipment will be treated from then on as a weekly rental under the terms of Paragraph 2(b) below.

(b) WEEKLY RENTALS. The weekly rental rate for Equipment is equal to two and one half times (2.5x) the daily rate for the same. The “one week” rental period begins on the day of pick-up and continues until no later than 10:00 A.M. (Pacific Time) on the same day of the following week. Renter is required to return all Equipment to Supplier no later than 10:00 A.M. (Pacific Time) on that seventh (7th) day after the day of pick-up; otherwise, Renter will be charged at the daily rate for each additional day that the Equipment remains unreturned. If Renter fails to return the Equipment for more than two (2) such additional days, Renter will be charged instead for one (1) additional week’s rental for all such unreturned Equipment. For illustration purposes only, if Renter were to pick up an order on Tuesday, March 1st, the Equipment would be due back by 10:00 A.M. (Pacific Time) on Tuesday, March 8th for such rental to be considered a “one week” rental at the applicable weekly rate. If, for illustration purposes only, Renter instead returned the Equipment at 1:00 P.M. on Tuesday, March 8th, Renter would then be charged for one (1) additional day’s rental at the daily rate, and if Renter instead returned the Equipment on Wednesday, March 9th, Renter would then be charged for a second additional day’s rental at the daily rate. If Renter instead returned the Equipment on Thursday, March 10th, then in lieu of the additional daily-rate charges mentioned above in this Paragraph 2(b), Renter would then be charged for one (1) additional week’s rental at the applicable weekly rate. This formula would then be repeated for any additional rental days and weeks as provided above in this Paragraph 2(b).

3. LATE FEES. Renter must pay in full all rental charges on the applicable daily and/or weekly basis set forth in the attached Order and in accordance with this Rental Agreement, but in no event whatsoever later than thirty (30) days after the date of Supplier’s invoice. Renter acknowledges that the late payment of any invoiced amount due will cause Supplier to incur costs and expenses not contemplated under this Rental Agreement, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, if any invoice amount remains outstanding after said thirty (30) days, then: **(a)** Renter shall be deemed to have forfeited all discounts, if any, given and/or indicated on the applicable Order and/or invoice, it being agreed by Renter that the standard, undiscounted invoice amount shall instead be immediately due and payable to Supplier, and; **(b)** Supplier shall be entitled to receive, and Renter shall pay, a service charge equal to three percent (3%) of the outstanding, undiscounted invoice amount due, for each month such amount remains outstanding. Supplier and Renter agree that this service charge represents a reasonable estimate of such costs and expenses and is fair compensation to Supplier for loss resulting from Renter’s nonpayment. The service charge shall not be construed as interest or as liquidated damages for any default of Renter or as limiting Supplier’s remedies in any manner. In addition, any check remitted by Renter that is returned by the bank for any reason will be considered late and will be subject to all late fees, plus a Fifty Dollar (\$50) returned check fee.

4. RISK OF LOSS. Renter will bear the entire risk of any and all destruction, loss, theft, requisition of title, or use, confiscation, taking or damage (collectively, “Casualty Loss”) of the Equipment from any cause during the period commencing when the Equipment is first taken into possession or custody by Renter (i.e., when Renter first handles the Equipment or begins loading it onto its truck) and ending when the Equipment is back in the possession of Supplier or its designee in accordance with this Rental Agreement (the “Custody Period”). If, during the Custody Period, a Equipment suffers any Casualty Loss, Renter must notify Supplier of the same in writing within five (5) days of such occurrence. Supplier shall then have the option of repairing or replacing each such Equipment that has suffered a Casualty Loss, and the failure of Supplier to repair or replace any such Equipment shall not relieve Renter of its obligations hereunder, including, but not limited to, **(a)** the payment of rent and **(b)** the estimated cost of repair or the agreed replacement value set forth on the attached Order. Additionally, Renter will bear the entire risk of any Casualty Loss to any trucks or other vehicles (and any property contained in or connected to such vehicles) that Renter may bring to or near Supplier’s premises.

5. INSPECTION, MODIFICATIONS. Renter hereby agrees, at its sole cost and expense, to examine and inspect each and every item of Equipment rented hereunder (and have its electrician examine and inspect each and every Equipment rented hereunder that contains or uses any electrical or electronic circuits) to determine that each Equipment is safe and in good working order. Such examination and inspection shall occur at the time of pick-up or as soon as practicable after pick-up of the Equipment, and in any event before the first use of the Equipment. In the event that any Equipment is malfunctioning or unsafe, it shall be immediately returned to Supplier for repair or modification. **RENTER’S USE OF ANY EQUIPMENT SHALL BE AN ACKNOWLEDGEMENT BY RENTER THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AND SAFE, AND RENTER ASSUMES ALL RISK OF LIABILITY OF ALL KINDS WHATSOEVER RESULTING FROM ANY MALFUNCTIONING OR UNSAFE EQUIPMENT.** In the event that Renter causes or allows the modification of any Equipment in any way—

or causes or allows the Equipment to be used in a negligent manner—then Renter assumes all liability that may arise from the use, misuse or malfunctioning of the Equipment or otherwise. In the event that Renter has modified any Equipment in any way, Renter further agrees to restore the Equipment to its original condition that existed at the time that Renter first took possession or custody of the Equipment. Failure by Renter to so restore the Equipment shall cause the Equipment to be damaged, and Renter shall pay Supplier the cost of the repair or replacement thereof pursuant to the terms of Paragraph 4 above.

6. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. ALL EQUIPMENT IS LEASED “AS IS” AND “WHERE IS” AND “WITH ALL FAULTS”. THE SUPPLIER HAS NOT MADE, MAY NOT BE CONSIDERED TO HAVE MADE, AND SPECIFICALLY DISCLAIMS:

(a) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT REGARDING TITLE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM CLAIMS OF INFRINGEMENT OR THE LIKE, FITNESS FOR USE FOR A PARTICULAR PURPOSE, FITNESS FOR ITS INTENDED PURPOSE, QUALITY OF MATERIALS OR WORKMANSHIP OR ABSENCE OF DISCOVERABLE OR NON-DISCOVERABLE DEFECTS, AND;

(b) ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. RENTER WAIVES, RELEASES, RENOUNCES AND DISCLAIMS ALL EXPECTATIONS OF OR RELIANCE ON ANY SUCH WARRANTY OR WARRANTIES. SUPPLIER WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY TO RENTER OR ANY OTHER PERSON, WHETHER ARISING IN CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OF SUPPLIER OR OTHERWISE, FOR:

(i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT; BY ANY INADEQUACY, DEFICIENCY OR DEFECT OF THE EQUIPMENT; OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THIS RENTAL AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS OF INFRINGEMENT, ETC.;

(ii) THE USE, OPERATION OR PERFORMANCE OF THE EQUIPMENT OR ANY RISKS RELATED TO IT;

(iii) ANY CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR OTHERWISE, OR;

(iv) THE DELIVERY, OPERATION, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE EQUIPMENT.

7. COPYRIGHT. Supplier does not warrant clearance or other permission in connection with the copyright, trademark, servicemark, tradename, servicename, tradedress or the like of any of the Equipment that is subject to this Rental Agreement. Responsibility for securing any and all releases, clearances and any other permissions from the holders of any such rights or other intellectual property rights relating to the Equipment, if applicable, is solely and exclusively with Renter. Renter will indemnify, defend, save and hold harmless Supplier from and against any and all losses, costs, expenses (including, without limitation, attorneys fees and court costs), damages, claims, demands, proceedings, actions, suits, judgments and liabilities of any kind whatsoever (collectively, “Claims”) arising out of or relating to Renter’s failure to comply with the foregoing.

8. INDEMNIFICATION. Renter will indemnify, defend, save and hold harmless Supplier from and against any and all Claims—whether or not imposed due to Supplier’s fault or negligence, or under the doctrine of strict liability—arising out of or relating to, in any manner:

(a) this Rental Agreement or the breach of any representation, warranty or covenant made to Renter under this Rental Agreement;

(b) the manufacture, purchase, lease, delivery, non-delivery, acceptance, ownership, possession, use, operation, storage, return or disposition of any Equipment;

(c) any Equipment’s condition or any discoverable or non-discoverable defect in it arising from its design, testing or construction; any article used in any Equipment, or; any maintenance, service, repair or modification of any Equipment, whether or not the Equipment is in Renter’s possession, and regardless of where the Equipment is located;

(d) any transaction, approval, notice or document contemplated by or associated with this Rental Agreement, or;

(e) any Casualty Loss to any of the Equipment, and any Casualty Loss to any vehicles (and/or any property contained in or connected to such vehicles) that Renter may bring to or near Supplier’s premises.

Renter waives and releases Supplier from any and all existing and future Claims in any way connected with any injury to or death of Renter’s personnel, loss or damage of Renter’s property or the property of any third party, or loss of use of any Equipment, which may:

(aa) result from or arise in any manner out of the ownership, leasing, condition, use or operation of the Equipment;

(bb) be caused by any defect in the Equipment or its design, testing or construction, or any article used in the Equipment;

(cc) be caused by the maintenance, service or repair of the Equipment, whether or not it is in Renter’s possession and regardless of where the Equipment is located, or;

(dd) be caused by a Casualty Loss to any of the Equipment, and any Casualty Loss to any vehicles (and/or any property contained in or connected to such vehicles) that Renter may bring to or near Supplier’s premises.

Renter hereby certifies that it has read and understood the provisions of California Civil Code, Section 1542, and has had the opportunity to consult with its own counsel regarding same. Renter hereby waives any and all rights under California Civil Code, Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The indemnities and releases described in this Paragraph 8 will continue in full force and effect notwithstanding the expiration or other termination of this Rental Agreement and are expressly made for the benefit of and will be enforceable by Supplier.

9. INSURANCE. Renter will, at all times during the term of this Rental Agreement, at its own expense, carry and maintain or cause to be carried and maintained: (a) so-called “special form” (formerly “all-risks”) property insurance for all rented Equipment in an amount at least equal to the replacement value of the Equipment as listed on the attached Order, and; (b) commercial general liability insurance for third party bodily injury, death, personal and property damage, including contractual liability, in amounts, against risks and with insurance companies that

are consistent with prudent industry practice. Upon demand of Supplier, Renter must produce for inspection evidence of the required insurance (i.e., a certificate of insurance). Failure to do so is a breach of this Rental Agreement.

10. MAINTENANCE. Renter will: **(a)** use, operate, maintain, transport and store all Equipment in a careful, proper manner; **(b)** protect the Equipment from deterioration; **(c)** put the Equipment only to their normal use, and; **(d)** maintain accurate and complete records of all repairs and maintenance of the property and allow Supplier, from time to time, to inspect those records at any reasonable time.

11. HEADINGS. The titles of paragraphs herein are inserted for convenience only and do not constitute a part of this Rental Agreement.

12. GOVERNING LAW. This Rental Agreement shall be construed under and in accordance with the laws of the State of California governing contracts wholly executed and performed in California, and the parties to this Rental Agreement agree to submit to the personal and subject matter jurisdiction of the courts of Los Angeles County, California and that service of process may be made by certified mail in lieu of personal service of such notices.

13. ATTORNEY’S FEES. Should any litigation or arbitration be commenced between or among the parties to this Rental Agreement concerning the subject matter hereof, this Rental Agreement or the rights and duties of any party in relation thereof, the prevailing party shall be entitled to reimbursement of its attorneys’ fees and court costs in such litigation or arbitration, which shall be determined by the court or arbitrator in such litigation or arbitration or in a separate action brought for that purpose.

14. ASSIGNMENT AND DELEGATION. Renter may not assign, sublet, sublicense or otherwise transfer any rights granted to it, or delegate any duties, hereunder without the prior written consent of Supplier.

15. FAILURE TO OBJECT NOT A WAIVER. The failure of Supplier to object to, or take alternative actions with respect to, any conduct of Renter that is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any breach of subsequent wrongful conduct.

16. NOTICES. All notices pertaining to this Rental Agreement shall be in writing and shall be transmitted either by personal delivery, by prepaid U.S. certified mail, return receipt requested, by reputable overnight delivery service, by facsimile or by electronic mail and shall be deemed to have been delivered upon receipt or refusal of receipt. All such notices shall be addressed to Supplier or Renter, as the case may be, at the respective address set forth on the attached Order. Such addresses may only be changed by written notice as provided herein.

17. MISCELLANEOUS. Renter acknowledges that it has carefully read this Rental Agreement, it has been given ample time to seek the advice of independent legal counsel and it fully understand the contents of this Rental Agreement. This Rental Agreement shall be binding upon and inure to the benefit of the parties’ respective affiliates, successors and assigns. In the event any provision of this Rental Agreement shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof. This Rental Agreement replaces, supersedes and cancels all previous arrangements, understandings, representations and agreements among the parties, whether written or oral, with regard to the subject matter of this Rental Agreement and expresses and constitutes the entire understanding and agreement among the parties to this Rental Agreement. This Rental Agreement may be executed in multiple counterparts, all of which when taken together will constitute one and the same original Rental Agreement.

**SALE ITEMS-ADDITIONAL TERMS
DISCLAIMER OF WARRANTIES**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SALE ITEMS; THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS PROVIDED ON THE ATTACHED ORDER CONTRACT. SUPPLIER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE.

RENTER HEREBY ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE, AND AT THE END OF THE ATTACHED ORDER. With respect to all items listed in the Order, it is agreed that, while such items are in the possession of Renter or its employees, agents or contractors, Renter assumes all responsibility for loss or damage thereof, whether by reason of fire or from any other cause whatsoever, and in the event of loss or damage, hereby agrees to pay Supplier such amount as Supplier may, in its sole, good-faith judgment and professional expertise, determine for the repair or replacement of any of these items, said amount not to exceed the value of articles as herewith itemized and agreed upon. This Rental Agreement is not subject to cancellation or change without the prior written consent of Supplier. In the event Renter is taking direct possession of items, Renter hereby acknowledges that it has made a thorough and complete inspection of the Equipment on the attached Order, in accordance with Paragraph 5 above.

Renter’s Authorized Representative:

Supplier’s Authorized Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____