

RENTAL CONTRACT

These terms shall apply as agreed upon by the Lessor, Kaye Lites, Inc. (hereinafter "Kaye Lites"), and the prospective customer (whose authorized signature appears below) herein also acknowledged as the company and/or lessee as their respects herein lie.

RENTAL PROCEDURES & POLICIES

Equipment should be reserved as far in advance as possible to insure your specific needs. Orders placed after 12 noon for use the following day are subject to equipment availability. In such cases Kaye Lites will inform you if additional charges are necessary in processing your order. Mini-mum rental period is 1 day. Weekly rate is 4 times daily rate. Weekend use days are charged at the daily rate. Please pick up your rental orders after 2:00 PM. Please return equipment before 11:00 AM to complete your rental period. All orders are considered "reserved" unless otherwise specified. Should a booking conflict arise regarding equipment that you have "reserved," we will contact you. You may then choose to "confirm" or "cancel" your order. Any "confirmed" project is cancelled or postponed giving Kaye Lites less than 72 hours notice (weekends not included) the client is responsible for 50% of this price. If less than 24 hours notice is given, then the client is responsible for 100% of the cost.

CREDIT

It is required to establish an account with Kaye Lites to rent equipment. New customers should submit a completed credit application, allowing ample time for processing. The first order on a new account will be on a "payment on delivery" basis. Rentals without an account will be C.O.D. Additionally, a deposit may be held against additional rental charges, losses, fees, etc. Kaye Lites will refund deposit balance, within two weeks after all equipment is returned in proper condition. Payment on all accounts is Net 30 days. Interest will be charged at the rate of 1.5 percent per month on the unpaid balance after 30 days. The Lessee agrees to pay Lessor's legal and collection fees in the event of default on their account.

INSURANCE

No equipment will leave the premises of Kaye Lites without evidence of appropriate insurance. The Lessee shall, at his own expense, insure for the replacement value all rented equipment and supplies with an all-risk, all-loss policy. Insurance must cover loss occasioned by delays in transportation, storage or delivery. Prior to rental, Lessee shall evidence coverage by providing a certificate of insurance, naming Kaye Lites, Inc., as loss payee and additional insured, to Kaye Lites. Kaye Lites can waive insurance coverage against equipment loss or damage, subject to certain limitations. A cash deposit will be held for the deductible based on the value of equipment, or \$1000.00 whichever is smaller. The cost of such a non-refundable waiver is 20 percent of the rental contract or \$200.00 whichever is larger. The Lessee is advised to become familiar with the limitations of this practice.

LIABILITY

Lessee is invited to inspect all equipment before leaving our premises. Kaye Lites is not responsible for any liability, claims, costs or expenses arising from use or possession of its equipment. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all Federal, State, municipal and other laws or ordinances and regulations in any way relating to the possession or use of the Equipment. Lessee shall not in any way alter or modify the Equipment. The equipment is rented without warranty or guarantee of any kind, expressed or implied. Not being the manufacturer of its rental equipment nor manufacturer's agent, Kaye Lites makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality or capacity of our rental equipment, nor any warranty that the rental equipment will satisfy the requirements of any law, rule, specification or contract which provides for specific equipment or specific methods, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee at its sole risk and expense. The Lessee further agrees that the Lessor has not made any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability of the equipment in any respect or any other representation, warranty or covenant, expressed or implied. The Lessor shall not be liable to the Lessee for any liability, loss or damage caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.

Equipment is rented at the premises of Kaye Lites. Lessee hereby assumes full responsibility for selecting the mode of delivery of the equipment from Lessor's premises to the Lessee, safekeeping the equipment and keeping the equipment in a state of good condition and repair, free from damage of any kind whatsoever and the safe return of the equipment to the Lessor no later than the Return Date. Lessee shall bear all expenses in connection with transportation including any reasonable charge imposed by the Lessor for cleaning the equipment and any late charges. Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises of all items of equipment, from the time the equipment leaves Lessor's premises until it is returned.

In the event of loss or damage to rental equipment as a result of any cause whatsoever, lost or stolen, whether in transit from or to the Lessors premises at 34C Holton Street, Woburn, MA 01801, or while in the actual or constructive possession of Lessee, full rental charges will be incurred for the period from the scheduled end of the rental until payment for loss or repairs are completed, whichever occurs last. Lessee represents that it has the necessary skill and experience to operate equipment provided by Lessor. Lessee agrees to and does hereby indemnify and hold harmless Lessor from any and all claims, suits, liability, expense, damage, causes of action, or judgments, including attorney's fees, resulting from injury to or death sustained by any person or persons, including but not limited to Lessee, any subleases of Lessee, subcontractors and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death, or damage arises out of or is in any way connected with the use, operation or possession of the equipment by anyone during the term of the rental and until the equipment is returned to Lessor, including but not limited to the failure to repair, maintain or operate the equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the equipment, and any acts or omissions, willful misconduct or negligent conduct of the Lessor, whether active or passive.

Authorized Signature _____ Date _____