

GENERAL CONDITIONS OF RENTAL AGREEMENT

The conditions of lease here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

- 1) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each item named in the List of Items, at the rate therein stipulated and in accordance with the terms of the Agreement.
- 2) **PAYMENT.** The rent for any and every item described in the List of Items shall be the amount therein designated. Lessee shall pay CPT interest at ten percent (10%) per item, per day, on any delinquent return of item or payment for same, from the date when such item and/or payment was due until returned and/or paid.
- 3) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to CPT is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 4) **REPLACEMENT AND/OR REPAIRS.** The expense of all replacement and/or repairs of lost or damaged items made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.
- 5) **MAINTENANCE AND OPERATION.** Lessee shall not alter, change or willfully damage any item, and shall see that the item(s) is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the item(s) in good repair and operative condition, and return it in such condition to CPT, ordinary wear and tear resulting from proper use thereof alone expected.
- 6) **DISCLAIMER OF WARRANTIES.** CPT, being neither the manufacturer, nor the supplier, nor a dealer in the rented item(s), makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the item(s) its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. CPT further disclaims any liability whatsoever for loss, damage, injury to Lessee or third parties as a result of any defects, latent or otherwise, in the item(s). As to CPT, Lessee leases the item(s) "As Is". CPT shall not be liable in any event to Lessee for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, item(s) hereby leased or accidental breakage thereof.
- 7) **INDEMNITY.** Lessee shall indemnify CPT against, and hold CPT harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the item(s) or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the item(s). Lessee shall further indemnify CPT, and hold CPT harmless from all loss and damage to the item(s) during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury, disability and death of crew members and other persons caused by the operation, use, control, handling, or transportation of the item(s) during the Rental Period.
- 8) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the item(s) at receipt thereof, and shall give notice to CPT within three (3) business days, specifying any defect in or other proper objection to the item(s). Lessee agrees that it shall be conclusively presumed, as between CPT and Lessee, that Lessee has fully inspected and acknowledged that the item(s) is in full compliance with the terms of this agreement, in good condition and repair, and that the Lessee is satisfied with and has accepted the item(s) in such good condition and repair. CPT shall have the right at any time to enter the premises occupied by the item(s) and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
- 9) **OWNERSHIP.** CPT shall at all times retain ownership and title of the item(s) of the Agreement. Lessee shall give CPT immediate notice in the event of any loss or damage of rented item(s).
- 10) **NO SUBLETTING ASSIGNMENT.** No item(s) shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement.
- 11) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between CPT and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.