



RENTAL AGREEMENT

RENTAL AGREEMENT TERMS AND CONDITIONS

This Rental Agreement is between Projectors Hawaii (herein after referred to as "Lessor") and individual/company stated below (herein after referred to as "Lessee").

ENTIRE AGREEMENT: This Rental Agreement contains the entire agreement between the parties hereto and supersedes all prior understandings or agreements. No waiver, change or modification of any term or condition hereto shall be binding unless agreed to in writing by both Lessor and Lessee.

RENTAL RATE: Lessee agrees to pay the rate as quoted by Lessor. One day shall consist of a 24-hour (or less) period. One week shall consist of any seven consecutive days. Portions of a week will be charged at the daily rate or at an agreed upon rate as stipulated by Lessor. Weekend rentals (Friday through Sunday) will be billed at the one-day rate, provided equipment is returned to Lessor on Monday.

INSPECTION: Lessee acknowledges that he/she will inspect the equipment to be rented under this Rental Agreement and will accept such equipment in good working condition at the time of its rental, without any guarantee or warranty from Lessor. All equipment is rented on an "as is" basis. Lessee acknowledges that he/she understands the basic operation and use of the equipment. After acceptance, and until redelivery of the equipment to Lessor, Lessee agrees that Lessor shall have no responsibility for its failure to function, for its maintenance or care, or for any damage caused to or by the equipment. During such time, Lessee shall maintain, service, and keep in good repair the equipment at its own expense, normal wear, tear or depreciation excepted.

LOSS OR DAMAGES: Lessee shall not abuse, harm, or misuse the equipment. All risk of loss or damage to the equipment shall be born by Lessee. All equipment loss or damaged beyond repair will be paid for by the Lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the manufacturer on the return thereof and the cost for such repairs shall be paid by the Lessee. All cartage charges must be born by the Lessee.

DISCLAIMER OF WARRANTIES: Lessor expressly excludes all warranties covering the equipment, whether express, implied or arising by operation of law, including the implied warranties of merchantability and fitness for a particular purpose. Lessor shall not be responsible for any loss, damages or injury to Lessee or Lessee's property in any way connected with the operation, use, defect in or failure of the equipment.

INDEMNITY: Lessee shall protect, hold harmless, and indemnify Lessor from and against any and all claims, damages, judgments, expenses (including attorneys' fees) and losses of any nature in connection with, arising from or related to renting, condition, operation, and use of the equipment. Lessee agrees to provide Lessor with a complete report of any accident involving the equipment.

PAYMENT TERMS: Unless otherwise noted, all rentals must be paid in full prior to receipt of equipment and secured with a credit card on file. Accepted forms of payment include: cash, company/cashiers check, Visa, MasterCard, or American Express. Less than seven (7) days cancellation notice prior to the event date shown on this form will result in a 50% cancellation fee. A 100% charge will apply for equipment delivered and/or set-up as ordered and then cancelled. Payment that is outstanding for any reason will be billed to the credit card on file. All equipment must be returned no later than the day following the rental date, with the exception of weekend rentals, where the equipment must be returned on the Monday following the rental date. Any item(s) returned to Lessor after the due date will incur one additional daily charge for each additional 24-hour period (or portion of) thereafter.

By receiving equipment, Lessee agrees to the terms and conditions shown on this Rental Agreement Form. The credit card provided by the Lessee shall have sufficient available credit to pay for the Rental Total, including any additional charges that may be incurred as a result of loss or damage to the equipment.