



## EQUIPMENT RENTAL AGREEMENT

Dated: \_\_\_\_\_

This EQUIPMENT RENTAL AGREEMENT (this "Agreement") is made and entered into as of the date stated above, by and between Illuminar, LLC, a California limited liability company ("Illuminar"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Customer").

1. Continuing Rental Agreement. This Agreement shall apply to any rental of equipment, vehicles and any other property rented by Illuminar to Customer (the "Equipment") before, on or after the date hereof, even though the specific Equipment and duration, price and other rental terms may vary. Further, this Agreement shall continue to apply to future rental transactions between Illuminar and Customer, without the necessity of the parties entering into a new rental agreement.
2. Rental Period. The rental period shall cover all time in transporting the Equipment, including the following (a) the date of delivery to public carrier for transit to Customer and upon return of the Equipment, the date of delivery by such carrier to Illuminar, or (b) if no public carrier is used, the date upon which transit to Customer begins and the date upon which transit from Customer ends at Illuminar's unloading point. This Agreement and Customer's rental of the Equipment may terminated immediately upon Customer's default or breach or Customer's bankruptcy or insolvency. Upon expiration or earlier termination of the Rental Period, Customer shall immediately return the Equipment to Illuminar and, if not so returned, Illuminar may enter Customer's premises as necessary to retrieve such Equipment.
3. Rental Charges. Customer shall pay rental for the entire rental period for all of the Equipment at the agreed rental rate. Rental rates shall not be subject to any deduction on account of any non-working time or holidays in the applicable period.
4. Late Payment. Customer shall pay to Illuminar interest at one percent (1%) per month or the highest lawful rate, whichever is greater, on any delinquent payment, from the date such payment was due until paid in full. Further, Customer shall reimburse Illuminar immediately upon demand for all costs of collection of any delinquent payments, including reasonable attorneys' fees.
5. Security Deposit. The Security Deposit (if any) is paid to guarantee Customer's full and faithful performance of all of its obligations to Illuminar. If Customer shall so perform, the Security Deposit will be refunded to Customer without at interest upon return of the Equipment to Illuminar and Illuminar's inspection and acceptance of the same.
6. Fees, Assessments and Taxes. Customer shall pay all license fees, assessments and sales, use, property, excise and other taxes imposed upon or relating to Customer's use or possession of the Equipment.
7. Maintenance and Repair. Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed on the Equipment. Customer shall ensure that the Equipment is used in a proper manner and as will not result in damage or destruction to the Equipment. During the rental period, Customer shall be solely and exclusively responsible for maintaining the Equipment in good repair and operative condition. Customer shall return the Equipment to Illuminar in good repair and operative condition, ordinary wear and tear resulting from the proper use thereof alone excepted. The expense of all maintenance and repairs of the Equipment during the rental period, including labor, materials and parts, shall be borne and paid by Customer.
8. Operators. Customer shall supply and pay for all operators of the Equipment during the rental period, all of which operators shall be duly trained, qualified and licensed as necessary.

Initial : \_\_\_\_\_

Illuminar Initial: \_\_\_\_\_



9. DISCLAIMER OF WARRANTIES. ILLUMINAR BEING NEITHER THE MANUFACTURER, NOR SUPPLIER, NOR A DEALER OF THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, 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. ILLUMINAR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. ILLUMINAR RENTS THE EQUIPMENT TO CUSTOMER "AS IS." ILLUMINAR SHALL NOT BE LIABLE IN ANY EVENT TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, THE EQUIPMENT OR ACCIDENTAL BREAKAGE THEREOF. UNDER NO CIRCUMSTANCES SHALL ILLUMINAR OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORSEEABLE OR UNFORSEEABLE, BASED UPON CUSTOMER'S CLAIMS.

10. Indemnity. Customer shall indemnify and hold harmless Illuminar against and from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, reasonable attorneys' fees and expenses, arising out of, connected with or resulting from Customer's possession, use, operation, handling or transportation of the Equipment or Customer's breach of any obligation to Illuminar.

11. Inspection. Unless Customer notifies Illuminar otherwise within one (1) business day after Customer's receipt of the Equipment, Customer shall be conclusively deemed to have fully inspected and accepted the Equipment and acknowledged that the Equipment is good condition and repair. Upon reasonable prior notice, Illuminar shall have the right to enter the premises of Customer where the Equipment is located for purposes of inspecting the Equipment.

12. Ownership. Illuminar shall at all times retain sole and exclusive ownership and title of the Equipment. Neither this Agreement nor Customer's use and possession of the Equipment shall be deemed to confer upon Customer any ownership rights with respect to the Equipment. Customer has no option or other right to purchase the Equipment on any terms or at any time, and Customer has no residual interest in the Equipment.

13. No Subletting or Assignment. Customer shall not sublet any of the Equipment or assign any interest of Customer in this Agreement.

14. Attorneys' Fees; Applicable Law. Customer shall pay to Illuminar all costs and expense, including attorneys' fees, incurred by Illuminar in exercising any of its rights and remedies hereunder or enforcing any of the terms, conditions and provisions of this Agreement or these Terms and Conditions. This Agreement shall be deemed executed and delivered in Glendale, California, and governed by the laws of the State of California.

By signing below, Illuminar and Customer agree to all of the terms set forth in this Agreement.

CUSTOMER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

ILLUMINAR:

Illuminar, LLC

By: \_\_\_\_\_

Authorized Representative of Illuminar

Name: \_\_\_\_\_