

Rental Agreement

Sublease or Transfer. I may not sublease the equipment or transfer this agreement or any interest herein or the use or possession of the equipment. If I should do so, I will assume liability and compensate you for any loss you suffer, and I may be declared in default of this agreement.

Warranties. No warranties, expressed or implied, including without limitation suitability, durability, fitness for a particular purpose, merchantability, condition, quality or freedom from claims of any person by way of infringement or the like, have been made by you, directly or indirectly, in connection with the equipment. I am renting the equipment "As Is". You shall not be responsible for any loss (including data), damage or injury to persons or property caused by the equipment, whether arising through your negligence or imposed by law. In no event shall you be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits.

Indemnification. I agree to indemnify and hold you, your officers, agents and employees harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorney's fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use and return of any of the Equipment.

Rent; Security; Additional terms; risk of loss; Interest. I agree that the rental term is as shown herein, unless terminated, recurring, extended or provided herein. I agree to pay you as rent for the Equipment the sums due for the rental term and that rent for the rental term is due and payable upon execution of this agreement. I agree that no credit shall be due or payable for equipment returned early. I agree that the security deposit will be credited against rental payments and other charges accruing hereunder only if I fully and faithfully perform all of the terms and conditions of this agreement. If I breach any such terms and conditions, the security deposit shall be retained by you as additional consideration and I shall be required to pay, in addition, all of the rentals and other charges to be paid by me. **I will not retain the Equipment beyond the "due date" without prior notice and consent by phone to 310-287-2777. You may automatically charge my credit card listed herein or bill me if none is listed for any extra rental charges. If a security deposit is required, it may take 5-7 working days for the items to be tested & deposit refunded.** Upon this agreement's execution, I assume all risks of loss, theft, damage or destruction, partial or complete, of the Equipment from every cause. I agree to pay interest on all unpaid sums due at the highest legal rate.

Title; No Fixtures or Accessions. I acknowledge that the equipment is and will at all times remain your property, and I shall keep it free and clear of all levies, liens, charges, and encumbrances. I promise to pay, on demand, amounts required to release liens against the equipment, or to pay any outstanding fines, penalties, or fees applicable to use of the Equipment during the rental term. During the rental term, I agree not to part with possession or control of the equipment, or sell, pledge, mortgage or otherwise encumber the equipment or any part of it, or assign or encumber any interest hereunder. I agree that the equipment shall not be affixed (a) to real estate in such manner as to become a fixture or a part of real estate or (b) to other goods in such manner as to become an accession to or a part of such other goods.

Condition. I acknowledge that I have examined the Equipment, seen it in operation (if appropriate) and that it's condition is acceptable. I agree to surrender the equipment to you upon termination hereof, in as good order and condition as when received, except for reasonable wear and tear, and if returned damaged, a repair fee will result. I agree to keep the equipment in good condition and use it carefully and properly.

Repair or Replacement. I agree immediately to stop using equipment that becomes in a state of disrepair, and immediately to notify you. You have the option to make such item operable within a reasonable amount of time, provide me with a similar item or adjust the rental charge. However, if such item is in disrepair because of my improper use, I will bear the expense of such replacement or repair or, at your option, be declared in default.

Default. I agree that any of the following shall be an event of default: (a) I fail to pay when due any rent or any other amounts due hereunder; (b) I fail to perform any of my covenants or obligations herein (INCLUDING WITHOUT LIMITATION THE PROHIBITION ON TRANSFER); (c) you determine that any representation I made herein or in any other document executed and delivered by me in connection herewith shall have been inaccurate or untrue when made; (d) I die, dissolve, cease doing business or sell or transfer all or substantially all of my assets; (e) any voluntary or involuntary bankruptcy or insolvency proceeding, or assignment for creditor's benefit, is filed or otherwise commenced in respect of me; (f) I become insolvent or do not pay my debts as they become due; or (g) any breach or default by me occurs under any other agreement between us.

Remedies upon default. I agree that upon a default by me you may take one or more of the following actions: (a) proceed by arbitration to enforce my performance of the applicable covenants and provisions hereunder or to recover damages for the breach hereof; (b) cancel this Agreement; or (c) directly or by your agent enter upon my premises or other premises where the equipment may be located and take possession of the Equipment and thereupon my right to possession of the equipment shall absolutely cease and this agreement shall be canceled. I EXPRESSLY WAIVE (1) NOTICE AND THE RIGHT TO A HEARING PRIOR TO SUCH RETAKING OF POSSESSION, AND (2) ANY DIRECT OR CONSEQUENTIAL DAMAGE OCCASIONED BY SUCH TAKING OF POSSESSION. I agree to pay all costs and expenses (including the costs and expenses of retaking, together with reasonable attorney's fees) incurred by you in exercising any of your rights or remedies hereunder or in enforcing this agreement. For any cancellation under this paragraph, I agree that you shall be entitled to retain all rents and additional sums paid by me plus all insurance proceeds and other sums, if any, received by you or to which you are entitled and you shall be entitled to recover all rentals accrued and unpaid for the period up to and including the date of such cancellation, plus all extra sums payable by me, for which I am liable or for which I agreed to indemnify you. **You may charge my credit card or bill me if none is listed to recover all fees & unpaid amounts due to: (a) my failure to timely return all items rented, (b) damage to items & (c) other charges & reasonable legal fees incurred by MacEnthusiasts, Inc. due to my failure to return any items.**

Limitation on Remedies. I agree that I have no right to reject or revoke acceptance of Equipment or to cancel this agreement. I agree that if you fail to meet any of your obligations, my exclusive remedy shall be to notify you of such deficient performance. I agree that in such event you may repair or replace any deficient equipment or make a rental charge adjustment, and that your liability for losses or damages resulting from any cause shall be limited to the rental fee of the particular equipment involved in such losses or damages.

Liquidated Damages for Unpaid Rent. I agree that you shall be entitled to recover immediately, as liquidated damages for unpaid rent and not as a penalty, a sum equal to the total of: (a) all rentals or other sums due and owing for any item of Equipment up to the date of return to or repossession by you; (b) any expenses and losses incurred by you in connection with the repossession, holding, repair, subsequent sale or lease or disposition of the equipment, including reasonable attorneys' fees incurred in connection with the enforcement or protection of your rights hereunder or any of the foregoing; (c) the Stipulated Loss Value for any item of Equipment that I fail to return to you, convert or destroy or which you are unable to repossess; and (d) The Stipulated Loss Value for all equipment returned to you less (i) the present value of the proceeds of reletting such Equipment for the remaining term hereof, or (ii) if such item is sold, the net proceeds of such sale. Present value shall be computed using a six percent (6%) discount rate per annum and the discount rates for any releasing will be compounded on the respective dates on which rents will be payable.

Pro-Ration, Holdover and Repair Rentals. If I keep the equipment for longer than the initial rental term, I will be charged a pro-rated sum for the extra days according to the initial rental rate. As such, if I rent an item for \$70 for 1 week, and I kept it for an extra 2 days, the pro-rated extra charge will be \$20. (\$70 weekly charge divided by 7 days= \$10/day. 2 extra days multiplied by \$10/day is \$20). If I keep the equipment for less than the initial term, there will be no refund. In the event of a repair rental, the rental fee applies for the repair duration, including a 2-day grace period after completion. It also includes 2 calendar days of repair contemplation. After this, an extra \$75 weekly fee will apply on repair rentals that cost less than \$150. Otherwise, the weekly fee is \$125. This additional repair rental fee is not pro-rated and is for each additional week, or portion thereof.

Entire Agreement. I agree that this agreement is our entire agreement and may not be changed without our mutual written consent.

Authorized Signature

Name

Company/Title

Date