



# Rental Terms & Conditions

Unless agreed and executed in writing, these Terms and Conditions are part of any Rental Agreement between Mountain Light Company (the Lessor) and any individual or organization renting equipment (the Lessee). Lessee agrees to rent the equipment listed on a Rental Agreement and any attachments thereto upon the following terms:

1. **Equipment Rented and Term**
  - a. A list of equipment with Rental Start Date and Return Date is part of the Rental Agreement. Lessor hereby rents to Lessee the items of equipment (Equipment) listed on the Rental Agreement and any attachments. Lessee agrees to pay the Lessor the daily or weekly rates listed on the Rental Agreement for each and every day until the Equipment is returned to Lessor's premises. Lessee further agrees to return the Equipment by 12 noon of the Return day. If the Equipment is returned after 12 noon, a full day's rental rate will be charged for that day and each day until the Equipment is returned.
  - b. The Equipment rented will have been tested by Lessor according to industry standards and is provided in a fully operational condition.
  - c. Acceptance of the return of Equipment does not constitute a waiver by Lessor of any claims that it may have against Lessee, nor a waiver of any claims for damage of any kind to the Equipment.
2. **Payment**
  - a. All rental fees will be due and payable upon receipt of equipment unless credit arrangements have been made in advance. Lessee's obligation to pay all rental charges, tax, insurance, late fees and all other charges will be unconditional without abatement, deduction or set-off.
  - b. Rental fees will be due for late returns.
  - c. Cancellations or early returns will be subject to a cancellation fee or forfeit of deposit.
3. **Inspection & Suitability**
  - a. Lessor warrants equipment has been tested and is in good working condition. Equipment will be made available for inspection prior to rental period. Upon request and approval by Lessor, Equipment will be set-up and demonstrated to be fully operational.
  - b. Lessor does not represent that the equipment is suitable for any specific application or design. Aesthetic outcome of the use of the Equipment is the sole responsibility of the lessee.
4. **Lessee's Responsibility**
  - a. **Delivery, safekeeping & return.** The Lessee assumes full responsibility of the Equipment from the time the rental commences until the Equipment is returned to the Lessor's premises. The Equipment is rented at the premises of the Lessor and Lessee assumes full responsibility for selecting the appropriate mode of transport and delivery of the Equipment to Lessee's premises. Lessee is responsible for safekeeping of the

equipment, not limited to keeping the equipment stored properly, in a state of good repair and free from damage of any kind until the safe return to the Lessor on the Return Date. All costs of transporting or delivering the Equipment shall be the responsibility of the Lessee.

- b. Equipment that is lost, stolen or destroyed. In the event that any Equipment is lost stolen or destroyed, as a result of any cause whatsoever, whether in transit or while in actual use or possession, the Lessee agrees to immediately pay to the Lessor the full replacement value of such equipment as determined by Lessor. During the period the Equipment is not available for use by either Lessee or Lessor by being lost, stolen or destroyed, the rental rate shall be paid by Lessee to Lessor until it is again available or replaced.
- c. Equipment that is damaged, either by misuse or accident. Lessee has inspected each and every item of Equipment and found each to be in good condition and agrees to maintain the same in good condition and repair during the rental period and until the Equipment is returned to Lessor. Lessee shall use the equipment as it was designed to be used and not misuse it. Lessee shall use the equipment in a proper manner and shall comply with all Federal, State and local laws, ordinances, regulations and codes which relate in any way to the possession or use of such equipment. Lessee will not modify or alter the equipment in anyway. In the event that the Equipment is damaged either in transit, possession or use by Lessee's agents or employees, Lessee shall immediately notify Lessor and return such damaged Equipment to Lessor for repair or restoration to its original condition. Lessee shall pay all costs of repair or restorations and pay to Lessor the Rental Rate on such equipment for the entire time the equipment is being repaired or restored.
- d. Normal wear and tear. In the event that the Equipment should break and become unserviceable during the Rental Period, Lessor shall be the sole arbiter of whether the Equipment failed as a result of normal wear and tear and if the break did result from normal wear and tear then the Rental Rate shall not apply after the date said Equipment is returned to Lessor's premises. If the Lessor determines that such breaks were the result of misuse, improper use or any reason other than normal wear and tear, the equipment shall immediately be returned to the Lessor and Lessee shall pay for the costs of any repairs and any Rental Rate until the repairs are complete.
- e. Protection of others. Lessee shall take all reasonable precaution in the transport and use of the Equipment to protect all persons and property from injury or damage.
- f. Indemnity. Lessee represents that it, or its employees or agents have the necessary skill and experience to operate Equipment provided by Lessor. Lessee agrees to indemnify and hold harmless Lessor from any and all

claims, suits, expense, damage, causes of action, or judgments arising from any injury to or death sustained by any person or persons that arises, or is in any way connected with the possession, use or operation of the Equipment by anyone until the Equipment is returned to the Lessor's premises.

- g. Insurance. Lessee shall maintain, at its' own expense, liability, fire and extended coverage insurance on the Equipment in such amounts and with carriers acceptable to the Lessor. All such insurance shall name Lessor as an insured party and the policy shall provide that the policy may not be cancelled or altered without prior written notice to Lessor. The Lessee shall deliver to the Lessor certificates of all such insurance at the time of the execution of the Rental Agreement.

5. Lessor's Right to Inspect

- a. At all times the Equipment is the responsibility of the Lessee, Lessor, its agents or employees may inspect the equipment and may enter upon any premises where the equipment is being stored or used. If it is found that the Equipment is being misused, abused or the Lessee is in default of any part of this agreement, Lessor, its agents or employees may repossess the Equipment or any part thereof prior to the end of the Rental Period.
- b. Lessee shall inform Lessor as to the exact location of where the Equipment is being used or stored upon reasonable request at any time during the term of this agreement.

6. Default by Lessee

If Lessee is in default of any of the terms or conditions herein, or fail to punctually make payments as required by the Rental Agreement, or if any process be issued or action or proceeding against Lessee whereby the Equipment might become or appears to become in danger of being seized or taken, or Lessee is, or appears to dissolve or cease its business, or become insolvent, or if for any other reason Lessor feels the Equipment is insecure, Lessor shall have the option of declaring this Agreement terminated and the Lessor may, without notice, demand or process of law, retake possession of the Equipment at the expense of the Lessee, without being liable in any way to the Lessee or any third party. N In the event of repossession, Lessee shall hold Lessor harmless and indemnify Lessor against any claims or alleged liability arising from any third parties. All of the foregoing remedies are expressly permitted, consented to and authorized by Lessee and are in addition to any other remedies Lessor may have by law.

7. Value of Equipment

In the event of any loss or damage to the Equipment during the rental period, Lessee agrees that value of the rented equipment shall be the replacement cost of said Equipment, or cost of comparable Equipment in the event such Equipment cannot be replaced in kind, plus any applicable taxes and freight for delivery to Lessor premises.

8. Subleases  
Equipment shall not be sub-let to any third party without specific written consent of Lessor and Lessee further agree to maintain direct control and supervision of Equipment at all times during the Rental Period.
9. Nameplates and Company Marks  
Lessee agrees not to permit obscuration, defacement or removal of any tags, nameplates or any other mark indicating rightful ownership of the Equipment by Lessor, or manufacturing origin, serial number, or any other mark or label present on the Equipment at the time of Lessee possession.
10. Termination by Lessor  
Lessor may terminate this Agreement with 24 hours notice, either by mail, personal service or telephone. Upon such termination, Lessee shall immediately return the Equipment to Lessor's premises at Lessee's risk and expense in the same condition it was when it was first delivered to Lessee.
11. Taxes  
Lessee agrees to reimburse Lessor for any and all sales, personal, use or taxes of any kind which may be levied upon the Equipment or use of the Equipment while in possession of the Lessee.
12. Attorney's Fees and Jurisdiction  
This agreement is governed by Colorado law. The courts in El Paso County, Colorado shall have exclusive jurisdiction and venue for all matters involving this agreement.
13. Entire Agreement  
This Agreement and its contents and attachments constitute the entire agreement between Lessee and Lessor and shall be binding upon Lessee and its successors and shall inure to the benefit of the Lessor, its successors or assigns. This agreement cannot be modified, except in writing and executed by both parties.