

1. This Agreement is by and between Mountain Light Company d/b/a SkyTracker Colorado (SkyTracker) and the Customer listed on the cover page of this Agreement ("Customer"). Customer agrees to lease the equipment listed in this agreement per the terms and conditions herein, including the terms on the cover page of this Agreement. Customer agrees to pay SkyTracker for the use of the equipment and for the services as listed per the payment terms on the attached page. If no terms are listed then SkyTracker's normal rates apply.

2. SkyTracker will not be liable for any delay in delivery or performance of this agreement or in the delivery or installation of the items set forth in this agreement, or for any damages suffered by Customer by reason of such delay when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of GOD, war, embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other causes beyond the control of SkyTracker, including governmental regulations, directives, orders, mechanical failures and restrictions that may be in effect from time to time. Customer represents and warrants that it has obtained all necessary permits and permissions required to be obtained by law. Customer is solely responsible for compliance with law, covenants and other restrictive conditions relating to the time and location of operation.

3. In the event that the Customer for any reason cancels this agreement, the cash deposit may be retained as liquidated damages and SkyTracker shall also be reimbursed for all expenses/losses incurred as a result of such cancellation.

4. The Customer agrees to pay the balance due on this agreement upon delivery at location designated for installation and payment is to be made prior to the use of any equipment or materials unless otherwise agreed to in writing. The Customer will be liable for all expenses incurred in association with collection, including but not limited to attorney fees, collection fees and all cost of litigation.

5. The individual signer of a check given to SkyTracker in partial or full payment of the consideration thereunder shall be personally liable to SkyTracker for the full amount of the check in the event the check is dishonored because of a lack of funds, credit or an account. In addition to whatever remedies SkyTracker may have under this contract, at law or in equity, the signer of the dishonored check shall also be liable to SkyTracker in his individual capacity for the damages specified by Colorado law, notwithstanding that such individual signer may have signed the check in his official capacity as an officer of a corporation.

6. The Customer, after delivery to the Customer location, will hold SkyTracker harmless for any damages or injury while at location, including damages to the equipment or injuries to any third party. Without limiting the foregoing, Customer for itself, its employees, agents and its successors waive, release and forever discharge SkyTracker and its representatives, officers, employees, successors and assigns from any and all losses, injuries, damages, liability, claims, penalties, fines, legal actions (including attorney's fees, costs and expenses incidental thereto) which may arise out of or occur during or as a result of Customer's rental or use of the equipment provided). Customer further agree to defend, indemnify and hold the parties released harmless from any and all liability to any other persons, parties, or entities, from matters which may arise out of or occur during or as a result of my rental or use of the equipment or services that may be asserted or brought against SkyTracker or its representatives, officers, directors, employees, successors and assigns.

7. In the event of foul weather, mechanical breakdown, or other circumstances beyond the control of SkyTracker, Substitute display date(s) will be provided by SkyTracker as the sole and exclusive alternative to cancellation or refund, subject to reasonable scheduling conflicts.

8. The Customer will not sub-lease equipment or material provided by SkyTracker to anyone, or any company at any time. The Customer will not attempt to move, remove or permanently attach any equipment or material to any structure without the express written consent of SkyTracker.
9. The Customer agrees to carry proper and adequate liability insurance to cover any and all accidents that occur during the term of this agreement.
10. Unless otherwise stipulated in this agreement, the Customer agrees that any illumination equipment will be halted no later than the earlier of (a) 12:00 midnight (b) the end of the rental time; or (c) when a permit expires or upon the good faith request of law enforcement official.
11. If this agreement calls for periodic payments of amounts due, the Customer agrees to make payments on time (within 10 days of invoice). Any payment received after 10 days of invoice is deemed late and is subject to a 5% late charge and subsequent late charges of 5% for each 10 day period that payment is late. Customer will be responsible for all costs associated with collection, including but not limited to attorney fees and collection agency fees.
12. 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.