

HB HOT BRICKS EQUIPMENT RENTAL TERMS AND CONDITIONS

It is agreed by and between the LESSEE and HOT BRICKS that:

1. TERMS: ALL CHARGES ARE DUE AND PAYABLE WITHIN (30) DAYS AFTER THE INVOICE DATE. A SERVICE CHARGE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH WILL BE ADDED TO ALL PAST DUE ACCOUNTS IF NOT PAID WITHIN THAT THIRTY (30) DAY PERIOD. ANY DISCOUNT SHOWN ON THE INVOICE MAY NOT BE ALLOWED IF PAYMENT IN FULL IS NOT MADE WITHIN THAT THIRTY DAY (30) DAY PERIOD. Any request for adjustment for Rental charges must be made within (10) days after the receipt of the invoice.
2. LESSEE is considered to have taken delivery of each piece of equipment, and assumes all risks of loss from the time the LESSEE or any authorized representative takes physical control of the equipment at HOT BRICKS place of business, or when the items are placed into the LESSEE'S or authorized representative's vehicle. Furthermore, in the event any equipment is transported by HOT BRICKS to a location outside of the Lessors place of business at the LESSEE'S request, the LESSEE is considered to have taken delivery of said equipment once each item is placed safely at the LESSEE'S request delivery location regardless of weather or not the LESSEE or an authorized representative takes physical control of any or all items at the time of delivery. LESSEE is considered to have returned leased equipment when an item is back in physical control of an employee of HOT BRICKS, the LESSEE'S intention was to returning the item/s, and HOT BRICKS accepts the equipmnet.
3. From the time the LESSEE has taken delivery of the equipmnet until the equipent has been returned the LESSEE assumes all risk of loss and responsibility for any damages LESSEE causes to the equipment, property or person(s), including, but not limited to all risks and losses while in transit, at all locations, while in storage and while on LESSEE'S premises.
4. The acceptance of the Rental Equipment by HOT BRICKS shall not be deemed as a waiver by HOT BRICKS of any claim it may have against the LESSEE for damage, injury or loss of the Rental Equipment.
5. The acceptance of the Rental Equipment by HOT BRICKS shall not be deemed as a waiver by HOT BRICKS of any claim it may have against the LESSEE for damage, injury or loss of the Rental Equipment.
6. LESSEE acknowledges that the equipment is rented without warranty or guarantee, except as permitted by law.
7. LESSEE shall be fully liable for and shall, at LESSEE'S expense, replace any part of the Rented Equipment and their attachments which are lost, stolen, missing, broken, or damaged from any cause whatsoever, including with limitation, acts of God, riots, tire, theft, acts of other panics and all other causes over which the LESSEE may not have control. HOT BRICKS may choose to hold the LESSEE liable for loss of use (rental), costs required to assemble, build, transport and/or ship items related to a repair or loss ("Related Costs") and no depreciation will be applied to either the replacement costs or related costs.
8. LESSEE hereby agrees to strictly comply with the laws of the State in which the equipment is transported and/or used as well as all federal and local laws, regulations and ordinances pertaining to the transportation and use of the equipment. LESSEE warrants and represents that it is fully aware of any and all dangers and risks, patent as well as latent, involved in the use, transportation and handling of the equipment rented and shall assume responsibility for any accident, damage or loss, including death, resulting from the transportation and/or use of the equipment rented herein.
9. Lessee agrees to indemnify and hold harmless HOT BRICKS from any and all claims, losses, expences, damages, or demands arising directly or indirectly out of the use and/or possession, and/or operation of leased equipment conducted by the LESSEE, its agents, invites, or customers, including but not limited to active and/or passive negligence. Save and except claims or willful misconduct of HOT BRICKS.
10. Without limiting the liability of LESSEE for indemnity under paragraph 9 above LESSEE shall, at its own expense, procure and maintain a All-Risks perils insurance covering equipment rented from all sources, (equipment rental floater insurance policy), for full replacement cost, loss of use of the rented equipment, and related costs as described in paragraph 5. Coverage shall begin front the time LESSEE or its agents takes delivery of the equipment and continue until the time the equipment is returned. Such insurance shall be on a worldwide basis, shall name HOT BRICKS as Additional Insured, and Loss Payee for loss or damage to the property rented and shall cover all risks of loss of, or damage to equipment. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.
11. LESSEE shall, at its own expense, maintain business automobile, liability, including coverage for loading and unloading equipment, and hired auto physical damage insurance, covering owned, non-owned, hired and rented vehicles. Coverage for physical damage shall include the perils of "comprehensive" and "collision". HOT BRICKS shall be named as an additional insured respecting the liability coverage, and as loss payee on the hired auto physical damaged coverage. The insurance shall provide no less than \$1,000,000 in combined single limits, and actual cash value less \$1,000 deductible for physical damage on comprehensive and collision coverage.
12. Before obtaining possession of the equipment rented. LESSEE shall provide to HOT BRICKS a Certificate of Insurance and applicable endorsements, including additional insured and loss payee endorsements confirming each of the coverage's specified above. All Certificates of Insurance shall be signed by an authorized representative of the insurance company. HOT BRICKS shall be named as additional insured and loss payee under all policies as HOT BRICKS interests may appear. Such insurance certificates shall provide that (a) HOT BRICKS shall receive thirty (30) days written notice prior to any cancellation or reduction in the limits of liability; (b) the coverage's indicated on the certificate shall be primary and not contributing with any other insurance maintained by HOT BRICKS; and (c) the insurance company waives all right of recovery by way of subrogation against HOT BRICKS, its officers, directors, employees and agents.
13. Should LESSEE fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide HOT BRICKS upon request with satisfactory evidence of the insurance, HOT BRICKS may, but shall not be obligated to, procure the insurance and LESSEE shall reimburse HOT BRICKS on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of the agreement.
14. LESSEE will take all necessary precautions during the progress of its work, including the use of the equipment leased to it by HOT BRICKS, to protect all persons and property from injury or damages. The equipment shall be used only by LESSEE'S qualified employees or agents. Lessee warrants that it will not he subleasing any of the equipment rented.
15. LESSEE Shall, at its own expense, maintain worker's compensation/employers liability insurance during the course-of the equipment rental with minimum limits of \$1,000,000.
16. LESSEE, hereby agrees HOT BRICKS shall be subrogated to any recovery rights LESSEE may have for damage to the equipment in the form of insurance protection for such damage.
17. LESSEE hereby agrees to pay all of HOT BRICKS attorney's fees and costs in having to enforce the Terms and and Conditions of this agreement.

HOT BRICKS AND LESSEE AGREE TO THE ABOVE TERM AND CONDITIONS

LESSEE'S AUTHORIZED REPRESENTATIVE: I declare under penalty of perjury, under the laws of the State of California, that I am an employee or representative of the above Lessee. I have been authorized by my said Employer/Principal to execute this lease agreement. I have read and understand the foregoing lease agreement and agree to bind my Employer/Principal to all the terms and conditions herein.

DATE: _____

DATE: _____

Authorized Representative
HOT BRICKS

Authorized Representative
LESSEE