

RENTAL AGREEMENT *Under the Terms and Conditions shown below, OWNER hereby leases to RENTER all equipment named and identified in herein, for use by RENTER at such rental rate and for approximately such time as is therein stated. OWNER shall furnish such equipment, F.O.B., in operative condition. The conditions of Rental Agreement hereinafter stated, together with the Agreement set forth herein, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".* Equipment rented: Digital sign equipment and accessories. **Extreme Graphics**

Rental Terms and Conditions

1. The RENTER shall be responsible for the following:
 - Any permits that may be required. Check and follow any local, city, county, and state sign laws, regulations, and ordinances.
 - When being used stationary, the sign must be level with the outriggers down and on solid ground.
 - If sign has lift mechanism, the sign is to be lowered if winds meet or exceed 30 mph.
 - Watch for overhead clearance!
 - Do not block the view at any intersections, or place sign in the right of way.
 - The RENTER is responsible for content placed on the sign. The OWNER shall not be held liable for any lewd, inappropriate, or vulgar content displayed on the sign. OWNER claims no responsibility for any and all content displayed which includes commercial, non-commercial, political, religious, offensive, or illegal content.
 - POTENTIAL REJECTION OF PROPOSED COPY. OWNER may reject any Copy that OWNER in its sole and absolute discretion determines is or may be false, misleading, deceptive, offensive to the moral standards of the community, is or may be a violation of an existing or proposed law, may result in the creation of new laws or regulations designed to restrict advertising or the advertising industry, or which in any way reflects adversely on the character, integrity, or standing of any person or business. OWNER may also reject any copy, which OWNER in its sole and absolute discretion determines to be: (i) contrary to the public's interest, (ii) contrary to OWNER's interest or policies, or (iii) in conflict with or which may adversely affect any other advertiser's Copy on the Display. If OWNER rejects RENTER's initial Copy, this Agreement shall be terminated and all sums shall be refunded to Customer within thirty (30) days. If OWNER rejects Copy that has been previously been approved by OWNER or a change to RENTER's Copy, OWNER may either continue running any Copy that OWNER previously approved in which case this Agreement will continue in full force and effect or OWNER may terminate this Agreement, in which case all unused funds paid by RENTER shall be refunded on a pro-rata basis.

2. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. RENTER shall keep the equipment in a good state of repair, normal wear and tear excepted.
 - The RENTER shall provide proper power to equipment
 - Consult with a certified electrician on proper power for any sign.
 - RENTER is responsible for all costs for parts and labor associated with replacing, repairing, fixing, troubleshooting when the supplied power is incorrect or fails for any reason.
 - Generator (if equipped)
 - GENERATOR USE IS SUBJECT TO A PER HOUR FEE. Standard \$2 (two) dollars per hour of generator run-time.
 - Oil level must be checked every 8 hours of operation. Add oil as needed per manufactures spec.
 - GASOLINE: If filling with ethanol blend, use no more than 10% ethanol.
 - Fuel tank must be returned full or a RENTER will be billed a refueling fee plus the cost of gas to fill the tank.
 - Follow manufacturer manual for proper maintenance and operation.
 - Plug-in power for 120V equipment
 - Must plug into 120 Volt, 20 Amp Circuit. Consult with a certified electrician on proper power for any sign. Recommended 10ga extension cord.

- Plug-in power for 240V equipment
 - Must plug into 220V - Max of 240V, 30 Amp Circuit. Consult with a certified electrician on proper power for any sign.
 - Sign
 - If any panels or components stop working, not due to damage or abuse or improper power, OWNER will fix or replace them at the OWNER's expense.
 - Any other damages shall be repaired at the RENTER's expense which includes but is not limited to: Sign panels, display parts, sign parts, trailer parts, jack handles, controllers, switches, enclosures, hitches, tongue, light plugs, pins, wires, fuel lines, cables, modules, power supplies, cabinets, players, and other components, which all vary in price. Prices will be determined at the time the damage is discovered and quoted using the current prices at that time plus the cost of labor.
 - Computer, speakers, sound systems, accessories, keys, cords, etc.
 - The RENTER shall repair or replace these if they become damaged.
 - Graphic design, training, technical support
 - 1 hour of graphic design, training, technical support, etc. is included with each rental. OWNER reserves the right to bill the RENTER for any additional labor beyond the standard 1 hour included with each portable sign rental. Billing will be at the current rate.
3. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
 4. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all times and/or recover the rented equipment and/or make any upgrades and/or modifications to the rented equipment.
 5. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
 6. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. A reasonable effort shall be made to replace the equipment as soon as practicable after RENTER returns the non-conforming equipment.
 7. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty. RENTER shall indemnify OWNER against, and hold OWNER harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the delivery, leasing, renting, control, possession, use, operation, maintenance or return of the rental equipment. RENTER shall further indemnify OWNER against, and hold OWNER harmless from, all loss and damage to the equipment during the rental period. RENTER recognizes and agrees that included in this indemnity clause, but not by way of limitation, is RENTER's assumption of any and all liability for injuries, disability, and death of operator(s) and other persons, caused by the operation, use, control, handling, or transportation of the rental equipment while in RENTER's possession.
 8. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection of its rights under this rental agreement and for any action taken by OWNER to collect any amounts due the OWNER under this rental agreement.
 9. If an estimated total is provided, the amount may change and may include, but is not limited to: rent, delivery/pick-up, extra services, accessories, generator hours, additional graphics, refueling fees, missing accessories, damage, taxes, labor, etc. Billing may occur periodically throughout the rental. (ex: every 4 weeks)



6675 W. US HWY 160 Alamosa, CO 81101

10. This Agreement shall be effective for a term of one (1) year from the date the RENTER signs this Agreement. Upon expiration of the term, RENTER must return the rented equipment to OWNER or the parties may enter into a new Rental Agreement at that time.

These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

Your legal name (RENTER)_____

Your Email Address_____

Date:_____