

RENTAL TERMS AND CONDITIONS



1. Risk of Loss or Damage. The Promoter assumes all risks of loss of and damage to the equipment from any cause, and agrees to return it to the Contractor in the condition received from the Contractor, normal wear and tear excepted. The Promoter shall furnish proof of insurance in amounts necessary to cover replacement and loss of revenue to the contractor.
2. Contract Term. This contract shall be effective for the Production dates stated.
3. Location of Equipment. The equipment shall be located and used at the Venue listed, and shall not be removed from that location without the Contractor's prior written consent.
4. Care and Operation of Equipment. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, including registration and/or licensing requirements, if any.
5. Alterations. Promoter shall make no alterations to the equipment without prior consent of the Contractor. All alterations shall be the property of the Contractor and subject to the terms of this Contract.
6. Contractor Right of Inspection. The Contractor shall have the right to inspect the equipment during Promoter's normal business hours.
7. Return of Equipment. At the end of the Contract term, the Promoter shall be obligated to return the equipment to the Contractor.
8. Ownership and Status of Equipment. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Contractor shall be deemed to have retained title to the equipment at all times, unless the Contractor transfers the title by sale. Contractor shall mark equipment in the manner he deems necessary to serve notice as to title. The Promoter shall immediately advise the Contractor regarding any notice of any claim, levy, lien or legal process issued against the equipment.
9. Warranties. The Contractor makes no warranties; express or implied, as to the equipment leased and to its suitability of purpose for the Promoter's needs. The Promoter assumes the responsibility for the condition of the equipment.
10. Indemnity of Contractor for Loss or Damages. If the equipment is damaged or lost, the Contractor shall have the option of requiring the Promoter to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Contractor and subject to this Contract.
11. Liability and Indemnity for Personal Injuries. Liability for injury, disability and death of workers and other persons caused by operating, handling or transporting the equipment during the term of this Contract shall be limited to those persons in the direct employ of the contractor and is the obligation of the Contractor, and the Contractor shall indemnify and hold the promoter harmless from and against all such liability. The Promoter assumes all liability for injury, disability and death of workers (paid or unpaid) and other persons not supplied by the contractor and the Promoter shall indemnify and hold the Contractor harmless from and against all such liability.
12. Security. The promoter shall provide security during the period of the rental to insure against loss or damage to the equipment.
13. Liability Insurance. During the term of this Contract, the Contractor shall be responsible to maintain public liability insurance regarding the equipment.

RENTAL TERMS AND CONDITIONS

PAGE 2

14. Taxes, Fees and Permits. During the term of this Contract, the Promoter shall pay all taxes, assessments and license and registration fees on the equipment and obtain the necessary permits for it's operation.
15. Default. The occurrence of any of the following shall constitute a default under this Contract: a. The failure to make a required payment under this Contract when due. b. The violation of any other provision or requirement that is not corrected within 1 days after notice of the violation is given. c. The insolvency or bankruptcy of the Promoter. d. The subjection of any of Promoter property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.
16. Rights on Default. If the Promoter is in default under this Contract, without notice to or demand on the Promoter, the Contractor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Promoter responsible for any deficiency. The Promoter shall be obligated to re lease the equipment, or otherwise mitigate the damages from the default, only as required by law.
17. Notice. All notices required or permitted under this Contract shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Contract.
18. Assignment. The Promoter shall not assign or sublet this Contract or any equipment leased under the Contract, or any interest in this Contract or any equipment, unless the Contractor prior written consent is obtained.
19. Cancellation. This contract may be canceled without penalty up with 14 days notice before the first production date. From 3 to 14 days notice of cancellation before the first production date 50% of the contract amount will be due as liquidated damages. Cancellation with less than 3-day notice will result in the full amount of the contract being due and payable.
20. Entire Agreement and Modification. This Contract constitutes the entire agreement between the parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both parties. This Contract replaces any and all prior agreements between the parties.
21. Governing Law. This Contract shall be construed in accordance with the laws of the State of Indiana. It is the responsibility of the promoter to secure such permits, license, and clearances for the use of rented equipment or service.
22. Severability. If any portion of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
23. Unavoidable Happening. If for any reason, an unforeseen event occurs, including but not limited to fire, casualty, labor strike, acts of God or other unforeseen occurrence, which renders impossible the fulfillment of any term of this contract by the Contractor, the Promoter shall have no right to nor claim for damages against the Contractor.
24. Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.