



## TERMS AND CONDITIONS OF AGREEMENT:

- 1) **RENTAL AGREEMENT CONTRACT:** Lessor (Emerging Technology and Computer Rental, Etc, DBA 'Projector123.com') hereby rents to Lessee and Lessee hereby hires from Lessor the items of personal property and accessories ('Equipment') described on the invoice. The initial term of this Agreement begins on the 'Start Date' and expires on the 'End Date' as set forth. Unless properly terminated by Lessee, as provided herein under the section titled 'Termination and Return of Equipment', this Agreement will automatically be renewed after the initial term for successive month-to-month terms.
- 2) **RENT:** Lessee will pay rent to Lessor for the Equipment for the total amount due as set forth in this Agreement. Said rent shall be due on or prior to the 'arrival date' indicated on the invoice provided by the Lessor to Lessee in connection with this Agreement for the term and any subsequent renewal terms. All payments shall be made at Lessor's office as noted on this Agreement or as otherwise specified. If Lessee fails to make a payment on time, or within five (5) days thereafter, Lessor may (but is not obligated to) treat such failure as a default by Lessee and immediately retake possession of the Equipment without notice to Lessee. If Lessor fails to receive any payment within ten (10) days from the arrival date, Lessee shall pay to Lessor a late payment charge equal to ten percent (10%) of the amount due. This sum will become immediately payable together with such delinquent rent payment plus interest on any unpaid rental charge at the rate of eighteen percent (18%) annual interest or the maximum rate permissible under applicable law, whichever is less. All payment due Lessor shall be payable in United States Dollars. Lessee authorizes Lessor to bill Lessee on any credit card used to rent Equipment for all such charges, including without limitation, at Lessor's option, amending, altering, completing and executing on behalf of Lessee's credit card voucher in Lessee's name for payment of any charge, resubmitting supplemental or new credit card vouchers to obtain full payment of amount due. If Lessee has directed the billing charges to another person or company and upon billing they fail to make payment, Lessee will, upon demand by Lessor, promptly pay the unpaid balance. Lessee authorizes Lessor to process all charges on a credit card voucher referencing this Agreement to their signature.
- 3) **ASSIGNABILITY:** This Agreement is not assignable. None of the Equipment may be sublet, assigned or transferred by the Lessee without prior written consent of Lessor. Any attempt by the Lessee to sublet, assign or transfer any of the Lessor's rights, duties, or obligations under this Agreement is void.
- 4) **LESSEE'S RESPONSIBILITIES:** Lessee agrees to return said Equipment in good condition at the termination of this rental Agreement as provided herein under the section titled TERMINATION AND RETURN OF EQUIPMENT. Lessee agrees to pay for and be responsible for the damage to the Equipment and to pay the retail value of the Equipment in the event it is lost, damaged, or destroyed by fire, theft or any other cause. RENT WILL CONTINUE TO ACCRUE UNTIL ALL SUCH PAYMENTS ARE RECEIVED BY LESSOR. Reasonable wear and tear, if any, resulting from proper use of Equipment by Lessee is expected.
- 5) **PURCHASE:** During the term of this Agreement, Lessor may provide to Lessee, in writing, the full retail value or other price ('Contract Value') granting Lessee an option to purchase the Equipment from Lessor. To consummate the purchase, Lessee must pay to Lessor the Contract Value and all other amounts due Lessor under this Agreement. RENT WILL CONTINUE TO ACCRUE UNTIL ALL SUCH PAYMENTS ARE RECEIVED IN FULL. All Equipment purchased will be purchased by Lessee, 'as is, where is' with no Warranty, Expressed or Implied, unless specifically agreed to otherwise in writing by Lessor.
- 6) **SERVICE:** The Equipment will be maintained through service by Lessor including Equipment adjustments, parts, replacement and repair, while it is on rent hereunder for damages incurred due to normal use of the Equipment. For this purpose, Lessor shall have full and free access to the Equipment during Lessee's normal business hours. However, the Lessee agrees to pay for repairs required by Equipment misuse or neglect. The Lessee will be charged for parts, travel, and labor time in such event. Lessor shall not be responsible for failure to render maintenance service due to strikes, fire, flood and courses beyond its control.
- 7) **TERMINATION AND RETURN OF EQUIPMENT:** Once Lessee takes possession of the Equipment, it is the sole responsibility of Lessee to properly terminate and insure that Equipment is returned to Lessor. A) Lessee may terminate any rental after the initial term of the Agreement by giving Lessor two (2) days advance notice of such termination, by paying any amounts due to Lessor, and by returning Equipment to Lessor under the terms hereof. Lessee may return the Equipment to Lessor's office per normal return shipping procedures, or Lessee may elect to have Lessor pick up the Equipment from Lessee's premises, at any additional service charge. B) If Lessee fails to pay any amount on or before the date it is due or within five (5) days thereafter, or if Lessee fails to perform any other obligation contained in this Agreement within the time it is to be performed, Lessor may, at its option, terminate this Agreement whereupon Lessor may immediately retake possession of the Equipment without notice. Lessor may also terminate this Agreement and retake possession of said Equipment if during the term of this Agreement bankruptcy or insolvency proceedings are commenced by or against Lessee, or if a receiver is appointed for the business of Lessee, or if Lessee discontinues business at his present office address. In addition to retaking possession, Lessor may exercise any other right or remedy which may be available to it under applicable law or in equity. Upon any termination, Lessee will deliver the Equipment to Lessor or will make the Equipment available to Lessor and will permit Lessor to enter Lessee's premises to take immediate possession of and remove the Equipment. For such purpose, Lessee hereby appoints the manager or owner of said premises, (if other than Lessee), as Lessee's agent with full power and authority to permit Lessor to enter said premises (or other premises if Lessee has moved

Equipment) and to take possession of the Equipment and remove the same from said premises, all without liability to Lessor or such manager or owner on account of such taking. In this regard, Lessee expressly releases any claim or right of action for trespass or damages caused by reason of such entry and removal. Notwithstanding termination of this Agreement, Lessee shall remain liable to Lessor for: 1. All past due, current, and future, if any amounts owing lessor; and 2. Payment of the full retail value for missing Equipment (including manuals) and for damaged Equipment; and 3. All other applicable charges and penalties, including, without limitation, late payment charges, pickup charges and restoration cost, if any.

9) NO WARRANTY: Lessee acknowledges and agrees that the Equipment has been selected by the Lessee and that the Lessor is not the manufacturer of the Equipment nor the agent of such manufacturer, and that LESSOR MAKES NO WARRANTY REGARDING THE EQUIPMENT, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY DAMAGES, INCLUDING LOST DATA, PROFITS, SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH EQUIPMENT (INCLUDING COMPUTER SOFTWARE IF ACQUIRED FROM LESSOR). Lessor's obligations to Lessee are limited to: 1. The delivery of Equipment which is selected by Lessee; and 2. The repair or replacement of Equipment which is defective when delivered to Lessee or which becomes defective while subject to this Agreement, provided any such defect is not caused by Lessee or by Lessee's negligence. Notice of any defect must be given to Lessor within three (3) days of its discovery by Lessee.

10) WAIVER AND INDEMNIFICATION: Lessee hereby waives and releases all claims against Lessor for damage to persons or property in any way relating to the Equipment or its use, and agrees to indemnify and hold Lessor harmless from all claims, demands, actions, liabilities, cost or expenses resulting from the use of the Equipment or from any breakdown of Equipment or other failures. It is also understood that there shall be no abatement of rental during any period of breakdown or nonuse of the Equipment, unless Lessor is unable to repair or replace defective Equipment, as contemplated in Section 9 above, within three (3) days of receipt of notice of such defect from Lessee. If defective Equipment is repaired or replaced by Lessor, Lessee's only recourse against Lessor is abatement of rental for the period after the notice of the defect is given to the Lessor for the Lessor's inability or unwillingness to replace or repair defective Equipment.

11) MISCELLANEOUS: A) In the event during the term of this lease, Lessee shall file bankruptcy, or Insolvency proceedings are commenced by or against Lessee or if a receiver is appointed for the business of the Lessee or if Lessee discontinues business at the address where the Equipment is located, Lessor shall have the right to terminate this lease and take possession of the Equipment, but such termination shall not release Lessee from the payment of damages sustained by Lessor. B) Lessee agrees to execute a UCC-1 Security Agreement on all Equipment leased by Lessor, evidencing that title to Equipment is in Lessor's name, which Lessee may file with Secretary of State of California and Lessee agrees that it shall not tamper with or remove the identification plate on said Equipment affixed by Lessor, identifying said Equipment as owned by Lessor. C) Lessor may assign this lease or title to Equipment or its right to monies due to become due to any bank, financing institution as a corporation or partnership that is a successor in interest to Lessor. The right to payments under this lease shall not be subject to any action, counterclaim, defense or setoff that Lessee may have against Lessor. D) All sales of used and refurbished equipment is final and is sold 'as is' with no Warranty. There shall be no returns, exchanges or services performed unless specifically agreed to otherwise in writing. E) It is understood that Lessee is solely responsible for performing data backups. If recovery is needed, Lessee shall be responsible for any service charges. F) Lessor may agree to install on the equipment certain software supplied by the Lessee. Lessee hereby warrants that all such software is either owned or properly licensed by Lessee. Furthermore, Lessee shall hold Lessor harmless from any and all damages that may arise from such software installation. G) LA-STR: Pursuant to California Regulation 1660(b)(1)(E), Lessor pays Los Angeles County sales tax at the time of acquisition in lieu of charging tax to Lessee. LA-STR recaptures the upfront and ongoing administrative expenses associated with this change. H) This Agreement is the entire agreement between the Lessee and Lessor concerning the rental of the Equipment. No provision hereof may be waived or charged except by written instrument from Lessor. This Agreement will be binding upon and is for the parties hereto and their heirs, executors, administrators, legal representatives, successors, and assigns. Lessee hereby waives any and all existing and future setoffs and counterclaims against rental charges or payments due under this Agreement. Lessee shall be liable for all costs, charges and expenses, including legal fees, incurred by Lessor to enforce this Agreement. This Agreement shall be governed by the laws of the State of California.