

NON CANCELABLE COMMERCIAL EQUIPMENT RENTAL AGREEMENT

ACCOUNT NUMBER						RENTAL AUTHORIZATION NUMBER							
LEGAL NAME OF CUSTOMER (IF CORPORATION, LIST FULL CORPORATE NAME)													
BILLING ADDRESS													
COMMENCEMENT DATE				CITY			STATE		ZIP		CUSTOMER PHONE NO.		
EQUIPMENT VENDOR NAME				MANUFACTURER, DESCRIPTION, MODEL & SERIAL NO.									
ADDRESS													
CITY		STATE	ZIP									PHONE NO.	
VENDOR CODE		EQUIPMENT VENDOR SALES REP. NAME											
IF EQUIPMENT AND/OR COMPONENTS ARE NOT NEW, SELECT ONE: <input type="checkbox"/> USED <input type="checkbox"/> RECONDITIONED - CONTAINS USED PARTS						LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE							
SCHEDULE OF PAYMENTS													
<input type="checkbox"/> MONTHLY OPTION: _____ PAYMENTS OF \$ _____						(PLUS TAXES AND TAX PROCESSING FEE, AND LOSS OR DESTRUCTION WAIVER, IF APPLICABLE, AS DESCRIBED IN SECTIONS 17 AND 18 OF THIS RENTAL AGREEMENT)							
<input type="checkbox"/> QUARTERLY OPTION: _____ PAYMENTS OF \$ _____													
CUSTOMER Signature						TIMEPAYMENT Corp.							
Authorized Signature <input checked="" type="checkbox"/> _____						By: _____							
Print Name _____													
Title _____ Date _____													

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Terms and Conditions. In this Rental Agreement, the words "I", "me", "my", "mine", mean the Customer. The words "you", "your" and "yours" mean TimePayment Corp., ("TPC"). "Equipment" is the item I am renting, and encompasses any combination of tangible assets. I acknowledge that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between you and the Equipment Vendor.

2. Payment Terms. I agree to pay all Rental payments when due, starting with the commencement date shown above and every 30 days thereafter for the Rental term. The amount of the Rental payment due from month to month or quarter to quarter may vary due to: local, state and other taxes owed on the Equipment, your tax processing fees, charges owed on any Loss or Destruction Waiver, past due amounts, late fees, and other charges I may owe under the Rental Agreement from time to time, as provided herein. This means that the amount of my Rental payment may change from time to time. I have chosen to be statement billed and you are authorized to add a \$5.00 per month charge to my monthly payment amount as reimbursement for your added services and processing expenses.

The Parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any suit, action or other proceeding arising out of or related to the parties obligations hereunder shall take place exclusively in the county in which the Customer and/or Personal Guarantor are located if initiated by TimePayment Corp., and shall take place exclusively in Middlesex County, Massachusetts if initiated in any way by the Customer and/or Personal Guarantor. It is further agreed and understood that the corporate headquarters of TimePayment Corp. is located within the venue of The District Court Department of the Trial Court, within Middlesex County. The Parties further agree to waive any right to trial by jury so that trial shall be by and only to the Court.

I have read and agree to the terms which appear in this Rental Agreement and understand same. This Equipment is rented as is for business and/or professional purposes and this Rental Agreement is not a consumer contract. I acknowledge this is a finance agreement under Article 2A of the Uniform Commercial Code and that you are not a manufacturer, distributor, agent, or reseller as those terms are defined in Article 2A of the UCC. Your only role was to provide financing. I acknowledge receipt of a completed copy of this Rental Agreement with all Rental terms filled in. I understand my obligations under the Rental Agreement become irrevocable upon my acceptance of the Equipment.

AGENCY DISCLAIMER-NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF TPC NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS AGREEMENT. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT CUSTOMER OR TPC'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

3. Credit Inquiries and Credit Reporting: You, your authorized affiliates, your outside attorneys and your authorized suppliers are authorized to check my credit and employment history for the purposes of determining my credit worthiness at the time of application or thereafter in connection with the same transaction or extension of credit and for the further purposes of reviewing the account, taking collection activity on the account, and skip tracing. You are further authorized to provide history information to others about my credit standing and your credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside attorneys.

4. Commencement of Rental; Rental Term: The commencement date (the "Commencement Date") shall be the date when the Rental Agreement is accepted and executed by you.

5. End of Rental Term: At the end of the original Rental Term I have the following options: 1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the Rental Agreement for the same terms and conditions as stated herein on a month-to-month or quarter-to-quarter basis until such time as I give you written notice that I elect to terminate the rental at least 30 days prior to such termination and return the Equipment. Unless I notify you in writing of which option I choose 30 days prior to the expiration of the Rental Term, I shall be deemed to have chosen option 2 (Month-to-Month or Quarter-to-Quarter Rental).

RENTAL AGREEMENT TERMS AND CONDITIONS (continued)

- 6. Late Payments and Collection Costs:** There will be a processing charge of up to \$20.00 or whatever fee is allowable by law for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. If I do not make a payment within 5 business days of its due date, I must pay you in addition to the payment a late charge of 15% of the late monthly payment (but at least \$5.00 per month). I will pay you your collection costs, including charges for collection letters (not to exceed \$5.00 per letter), collection phone calls (not to exceed \$6.00 per call), collection agency fee (not to exceed \$50.00 per placement), collection agency charge (an amount not to exceed 30% of the amount paid by you to the collection agency), pre-suit notification legal letter fee (not to exceed \$20.00 per letter), and pre-litigation administrative preparation fee (not to exceed \$200.00) whenever such costs are incurred. I will also pay your legal costs in the event that you obtain a judicial ruling or decision in your favor regarding my liability under the Rental Agreement, including reasonable Attorneys' fees, court costs and service of process fees.
- 7. Default A:** I will be in default of this Rental Agreement if: 1. I fail to pay any amount due you within 60 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the Equipment at the end of the rental-term if I have chosen the option of returning the Equipment at the end of the rental-term. 6. I fail to follow any other terms of this Rental Agreement.
- 8. Default B:** If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law: 1. Terminate this Rental Agreement without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Rental discounted by an annual discount rate compounded monthly of at least 4%. 3. Request that I return the Equipment to you. 4. Lawfully enter my property and take the Equipment. If you repossess the Equipment, I will pay you your repossession costs, plus a \$50 disposition fee. 5. Charge me the fair market retail value of the Equipment on the date of default, loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Until I return the Equipment continue to charge me additional monthly rental-payments beyond the end of the rental-term. 9. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collection of money I owe you.
- 9. De-Installation and Removal Charges:** I am fully responsible for any costs associated with the de-installation and/or removal of the Equipment for whatever reason.
- 10. Maintenance of Equipment:** I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.
- 11. Disclaimer of Warranties:** I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the Equipment I am renting or other services, access and/or use with the Equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific Equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you.
- 12. Equipment Servicing:** I understand that no servicing of any kind is provided by you. I am to look to the Equipment Vendor/Supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against you. Any failure of Equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the Rental Agreement.
- 13. Manner of Execution:** Facsimile signatures shall be deemed as fully enforceable valid signatures as if such signature were an original signature as of the date executed.
- 14. Alterations:** I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.
- 15. Loss or Destruction of the Equipment:** I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged, you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.
- 16. Insurance:** I will keep the Equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.
- 17. Loss or Destruction Waiver:** If I do not provide proof of insurance or fail to keep the Equipment fully insured during the rental term, I am deemed to have chosen to buy the Loss or Destruction Waiver, and I will pay you an amount not to exceed 25% of the base monthly lease payment due per month for such waiver. In return, you will waive my responsibility for loss or destruction of the Equipment provided I promptly notify you of the loss or destruction and cooperate with you in making any claim with respect to the Equipment, including providing Police and Fire report documents to substantiate the claim. After loss or destruction of the Equipment, you will provide for its replacement with Equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the Equipment.
- 18. Taxes and Tax Processing Fee:** I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this Rental Agreement and the equipment whether local, state, federal and otherwise, which now or hereafter is imposed on Customer or TPC. I agree that you may estimate the property and sales/use taxes that will be due for the equipment and agree to pay you the estimated taxes in yearly installments together with the yearly processing fee. The yearly processing fee will not exceed \$3.00 per year. Such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from year to year and from Rental to Rental.
- 19. Notice:** I will send all notices to you in writing by certified mail to your address on the front page of this Rental Agreement. You will send all notices to me at the address listed on this Rental Agreement unless I tell you of a change of address.
- 20. Changes on Terms of the Agreement:** The terms and conditions of this agreement may not be changed orally. You and I must both give written approval before any changes are made.
- 21. Collateral:** I give you a security interest in the Refundable Security Deposit found on the other side. If the Equipment is lost, stolen, damaged, destroyed, or if I fail to return the Equipment to you at the end of the Rental, you have the right to apply the Refundable Security Deposit to reduce the amount I owe, in addition to whatever other rights you may have at law or equity. No interest will be paid on the Refundable Security Deposit.
- 22. Assignment:** Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Rental or any interest therein, or (b) sub-lease, rent, or lend the Equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this Rental Agreement would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Rental Agreement. I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect customer's interest thereunder. You may assign this Rental Agreement and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Rental Agreement and/or such mortgage, without notice to me. Each such assignee and/or such mortgagee shall have your rights but none of your obligations under this Rental Agreement. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you.
- 23. Ownership:** The Equipment is your property; and I shall have no right, title or interest in it except as expressly set forth in this Rental Agreement. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Rental Agreement, in the public records as necessary to protect your ownership and any security interest in the Equipment.
- 24. Use:** I shall comply with all laws relating to its possession, use and maintenance.
- 25. Indemnity:** To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.
- 26. Change of Name, Billing Address, Bank Account Change:** I will inform you of any change in my name, address, billing address, telephone numbers, location of the Equipment, or the bank checking account used for ACH debit. You will charge me up to \$100 if I fail to do so. You are authorized to correct any typographic or spelling errors made on the front of this Rental Agreement regarding my address, telephone numbers, Equipment rented or identification numbers of the Equipment.
- 27. Miscellaneous:** If any provision in this Rental Agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision.

NON CANCELABLE COMMERCIAL EQUIPMENT RENTAL AGREEMENT

ACCOUNT NUMBER						RENTAL AUTHORIZATION NUMBER					

LEGAL NAME OF CUSTOMER (IF CORPORATION, LIST FULL CORPORATE NAME)

BILLING ADDRESS

COMMENCEMENT DATE

CITY	STATE	ZIP	CUSTOMER PHONE NO.
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EQUIPMENT VENDOR NAME

ADDRESS

CITY	STATE	ZIP	PHONE NO.
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VENDOR CODE	EQUIPMENT VENDOR SALES REP. NAME
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MANUFACTURER, DESCRIPTION, MODEL & SERIAL NO.

IF EQUIPMENT AND/OR COMPONENTS ARE NOT NEW, SELECT ONE: USED RECONDITIONED - CONTAINS USED PARTS

LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE

SCHEDULE OF PAYMENTS

MONTHLY OPTION: _____ PAYMENTS OF \$ _____ (PLUS TAXES AND TAX PROCESSING FEE, AND LOSS OR DESTRUCTION WAIVER, IF APPLICABLE, AS DESCRIBED IN SECTIONS 17 AND 18 OF THIS RENTAL AGREEMENT)

QUARTERLY OPTION: _____ PAYMENTS OF \$ _____

CUSTOMER Signature

Authorized Signature _____

Print Name _____

Title _____ Date _____

TIMEPAYMENT Corp.

By: _____

Date _____

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5. End of Rental Term: At the end of the original Rental Term I have the following options: 1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the Rental Agreement for the same terms and conditions as stated herein on a month-to-month or quarter-to-quarter basis until such time as I give you written notice that I elect to terminate the rental at least 30 days prior to such termination and return the Equipment. Unless I notify you in writing of which option I choose 30 days prior to the expiration of the Rental Term, I shall be deemed to have chosen option 2 (Month-to-Month or Quarter-to-Quarter Rental).

RENTAL AGREEMENT TERMS AND CONDITIONS (continued)

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- 7. Default A:** I will be in default of this Rental Agreement if: 1. I fail to pay any amount due you within 60 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the Equipment at the end of the rental-term if I have chosen the option of returning the Equipment at the end of the rental-term. 6. I fail to follow any other terms of this Rental Agreement.
- 8. Default B:** If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law: 1. Terminate this Rental Agreement without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Rental discounted by an annual discount rate compounded monthly of at least 4%. 3. Request that I return the Equipment to you. 4. Lawfully enter my property and take the Equipment. If you repossess the Equipment, I will pay you your repossession costs, plus a \$50 disposition fee. 5. Charge me the fair market retail value of the Equipment on the date of default, loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Until I return the Equipment continue to charge me additional monthly rental-payments beyond the end of the rental-term. 9. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collection of money I owe you.
- 9. De-Installation and Removal Charges:** I am fully responsible for any costs associated with the de-installation and/or removal of the Equipment for whatever reason.
- 10. Maintenance of Equipment:** I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.
- 11. Disclaimer of Warranties:** I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the Equipment I am renting or other services, access and/or use with the Equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific Equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you.
- 12. Equipment Servicing:** I understand that no servicing of any kind is provided by you. I am to look to the Equipment Vendor/Supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against you. Any failure of Equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the Rental Agreement.
- 13. Manner of Execution:** Facsimile signatures shall be deemed as fully enforceable valid signatures as if such signature were an original signature as of the date executed.
- 14. Alterations:** I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.
- 15. Loss or Destruction of the Equipment:** I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged, you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.
- 16. Insurance:** I will keep the Equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.
- 17. Loss or Destruction Waiver:** If I do not provide proof of insurance or fail to keep the Equipment fully insured during the rental term, I am deemed to have chosen to buy the Loss or Destruction Waiver, and I will pay you an amount not to exceed 25% of the base monthly lease payment due per month for such waiver. In return, you will waive my responsibility for loss or destruction of the Equipment provided I promptly notify you of the loss or destruction and cooperate with you in making any claim with respect to the Equipment, including providing Police and Fire report documents to substantiate the claim. After loss or destruction of the Equipment, you will provide for its replacement with Equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the Equipment.
- 18. Taxes and Tax Processing Fee:** I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this Rental Agreement and the equipment whether local, state, federal and otherwise, which now or hereafter is imposed on Customer or TPC. I agree that you may estimate the property and sales/use taxes that will be due for the equipment and agree to pay you the estimated taxes in yearly installments together with the yearly processing fee. The yearly processing fee will not exceed \$3.00 per year. Such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from year to year and from Rental to Rental.
- 19. Notice:** I will send all notices to you in writing by certified mail to your address on the front page of this Rental Agreement. You will send all notices to me at the address listed on this Rental Agreement unless I tell you of a change of address.
- 20. Changes on Terms of the Agreement:** The terms and conditions of this agreement may not be changed orally. You and I must both give written approval before any changes are made.
- 21. Collateral:** I give you a security interest in the Refundable Security Deposit found on the other side. If the Equipment is lost, stolen, damaged, destroyed, or if I fail to return the Equipment to you at the end of the Rental, you have the right to apply the Refundable Security Deposit to reduce the amount I owe, in addition to whatever other rights you may have at law or equity. No interest will be paid on the Refundable Security Deposit.
- 22. Assignment:** Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Rental or any interest therein, or (b) sub-lease, rent, or lend the Equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this Rental Agreement would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Rental Agreement. I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect customer's interest thereunder. You may assign this Rental Agreement and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Rental Agreement and/or such mortgage, without notice to me. Each such assignee and/or such mortgagee shall have your rights but none of your obligations under this Rental Agreement. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you.
- 23. Ownership:** The Equipment is your property; and I shall have no right, title or interest in it except as expressly set forth in this Rental Agreement. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Rental Agreement, in the public records as necessary to protect your ownership and any security interest in the Equipment.
- 24. Use:** I shall comply with all laws relating to its possession, use and maintenance.
- 25. Indemnity:** To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.
- 26. Change of Name, Billing Address, Bank Account Change:** I will inform you of any change in my name, address, billing address, telephone numbers, location of the Equipment, or the bank checking account used for ACH debit. You will charge me up to \$100 if I fail to do so. You are authorized to correct any typographic or spelling errors made on the front of this Rental Agreement regarding my address, telephone numbers, Equipment rented or identification numbers of the Equipment.
- 27. Miscellaneous:** If any provision in this Rental Agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision.