



## Rental Agreement Terms and Conditions

1. To execute Digital One's ownership of the property and to protect Digital One's rights under this contract, renter agrees Digital One may re-appropriate the property at any time and for such purpose, Digital One's representatives may enter upon the premises of Renter who hereby waives any right of action against Digital One for such re-appropriation or entry.
2. Renter understands and agrees that this personal property of equipment is rented to Renter by Digital One and will be used by the Renter at his designated address for the stated period and only for the purpose for which the equipment was manufactured and intended. Use for illegal purposes or in an illegal manner is prohibited.
3. Further, Renter understands and agrees that this equipment will not be removed from the stated address and used at any other address without the consent of Digital One. Renter avers that he is familiar with the equipment and is knowledgeable as to its proper, safe use. It is acknowledged that said equipment was inspected and examined personally by the Renter and was found to be in first class condition when received.
4. It is agreed and understood that the Renter shall indemnify and save Digital One from or against any and all claims, demands and liability whatsoever, including, without limitation, all costs, losses, attorney's fees and damages on account of any injury to persons or property, issuing from use of said equipment and further that the said property will be used solely by the Renter and/or persons designated herein and by no other person without the consent of Digital One Inc.
5. Renter agrees that he will immediately terminate his use of any of said equipment should it, at any time, become unsafe or in need of repair and that Renter will notify Digital One Inc. immediately of said facts, and in such event Digital One Inc. agrees that, after receiving said notice, it will with reasonable celerity, replace said equipment with other equipment, in good working condition if available. Digital One Inc. is not responsible for any incidental or consequential damages caused by delays or otherwise.
6. The Renter agrees that he will immediately return the rented equipment, along with all attachments and parts belonging thereto to Digital One Inc., in the same condition that it was received, ordinary wear and depreciation excepted on the date specified for its return. Further, Renter agrees to pay for any loss or damage to said equipment occurring during the rental period, as additional rental. In the event of loss or damage to any of the equipment by theft, unaccountable disappearance or vandalism or malicious mischief, Renter shall immediately notify police and Digital One Inc. with the details thereof. Time is of the essence in the matter.
7. Renter agrees that terms of this contract will continue and Renter shall be obligated to pay rent or late fees at the rate stated upon the agreement until (whichever shall first occur): (1) the equipment be returned to Digital One Inc. (2) the equipment be lost without fault or negligence on the part of Renter and Digital One Inc. shall have promptly reported such loss to the police and to Digital One Inc., or (3) Digital One Inc. shall have mailed written notice to Renter at the address stated on the agreement or such more recent address, if any, as Renter may have directed in writing delivered to Digital One specifying a termination date of this contract and such specified date to be reached.
8. If the Renter desires to extend this contract beyond the date originally agreed upon, Renter shall immediately notify Digital One Inc. of that intention and request Digital One's approval and terms of such extension.
9. Further, it is agreed that all charges for rentals will be paid in advance, or immediately upon the return of the equipment, or upon receipt of statements for same, and that all attorney fees, court costs, collection fees, or any expense involved in the collection of rental charges will be assumed by the renter.
10. Customer asserts that all software installed is legally owned and licensed. Digital One is not responsible for any data contained on the rental equipment or any other media.
11. There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for Renter's intended use, or that it is free of defect.

I have read and understand the terms and conditions described above: \_\_\_\_\_