

Standard DCS Terms and Conditions:

- 1.** Title to all equipment remains with DCS for the duration of the rental term. Renter agrees to return all equipment to DCS on or before the 'due date' in its original condition and to pay DCS for the rental at the rate herein provided. Billing shall commence on the day the equipment is delivered to Renter and shall continue until such said equipment is returned to DCS. It is incumbent upon Renter to return all equipment.
- 2.** Renter agrees that he/she will notify DCS within 24-hours after delivery of equipment if any equipment rented hereunder is defective or in need of repair and/or is not suitable for Renter's intended use. Renter shall have no claim against DCS for damages and Renter hereby waives any such claims. The parties hereto agree that this waiver is a material part of the Rental Agreement.
- 3.** Renter agrees that the equipment listed here in is the correct equipment ordered by Renter, and if any of said equipment is lost or damaged while in possession of Renter, Renter agrees at his/her sole expense to repair or replace damaged or lost equipment with new equipment or to pay DCS the market value of the same. Until said equipment is repaired and returned, rental charges for all equipment shall continue to accrue.
- 4.** Renter agrees that he will indemnify and hold harmless DCS from all claims by persons or other entities that claim rented equipment is not suitable or is defective.
- 5.** Renter agrees to operate each piece of equipment rented hereunder in accordance with the manufacturers operating procedures.
- 6.** Renter agrees not to assign nor transfer this Rental Agreement for the property subject to this rental agreement.
- 7.** If Renter fails to return said equipment when due or fails to pay rental charges, DCS may declare Renter in default and shall have the right to repossess said equipment from Renter and to recover all damages, accrued rental charges, costs and reasonable attorney's fees. Renter hereby waives any claim for loss or damages resulting from said repossession.
- 8.** If within 24 hours after the return of said rental equipment, DCS discovers that the same has been damaged while in the possession of Renter under this agreement, DCS shall notify Renter of such damage and the amount required to repair the same and Renter agrees to pay the same on demand.
- 9.** In the event that Renter is in default under this Rental Agreement and an action is commenced to enforce any right hereunder, the prevailing party in such action may recover from the other, in addition to all other relief, reasonable attorney's fees incurred in said action or proceedings.
- 10.** In the event that Renter from time-to-time rents other equipment from DCS, the terms and conditions of this Rental Agreement shall apply to all such additional rentals.
- 11.** *INDIVIDUALS & SOLE PROPRIETORSHIP: Renter agrees that his/her account will be

maintained in good standing and will be personally liable for any and all payments due arising from his/her rental. Overdue accounts will be subject to a 2% late fee per month.

12. DCS at its discretion may charge Renter a 'Cancellation Fee' to offset material and pre-engineering costs. Cancellation Policy: Same Day Notice – Full Rate; 24-hour Notice – 50% of Full Rate.

13. Prior to the release of Rental Equipment, Customers must provide Dynamic Computer Systems (DCS) with a Certificate of Insurance (COI) to cover the costs of possible damage, theft or loss of use as it relates to DCS equipment while in possession of the Renter.