

RENTAL TERMS AND CONDITIONS

1. Payment of rental and deposit amounts must be made in accordance with the terms set forth on the front of this agreement. In the absence of established terms, payment is due upon receipt of an invoice from JR Lighting Design, Inc. Late payments will be assessed a late fee of 1.5% per month (or portion of a month) on the unpaid balance. Lessee agrees to pay all collection or attorney fees incurred to collect past due balances.
2. NO ALLOWANCE WILL BE MADE FOR UNUSED EQUIPMENT. After the equipment has left JR Lighting Design, Inc. premises, lessee will pay the full contracted rental charges regardless whether the equipment is actually used or needed. This contract and the Terms and Conditions are binding on the lessee for any and all equipment received from JR Lighting Design, Inc. including additional, supplemental and sundry items that are provided to the lessee but may not be listed on the contract.
3. Lessee acknowledges that he/she has thoroughly inspected the equipment, and: (a) has found the same to be in safe and good working order, (b) warrants that he/she is completely familiar with the safe operation of said equipment; and (e) that only persons competent in the operation of equipment will be permitted to use same. JR Lighting Design, Inc. shall not be responsible for the installation, operation or servicing of the equipment. Lessee agrees to furnish and pay for all electrical power, labor and other services necessary to fulfill this lease. Lessee agrees that equipment will be used only in the manner contemplated by the manufacturer. The equipment leased hereunder is subject to return inspection by JR Lighting Design, Inc. and acceptance of the equipment is not a waiver of any claims that JR Lighting Design, Inc. may have for latent damage or missing items.
4. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE, EITHER EXPRESSED OR IMPLIED, ARE HEREBY EXCLUDED.
5. The lessee agrees to be fully responsible for and the insurer of the equipment while it is away from JR Lighting Design, Inc.'s premises. Lessee, at his own cost and expense, shall securely keep and maintain the equipment in a safe and secure environment and in a good state of repair, ordinary wear and tear resulting from proper use alone excepted. JR Lighting Design, Inc. will make the final determination of condition, proper use and acceptable wear and tear. In the event of loss, theft or damage to the equipment in whole or in part, whether or not due to the fault of Lessee, Lessee shall promptly notify JR Lighting Design, Inc. and JR Lighting Design, Inc., at its option may repair or replace such equipment. Lessee shall be responsible for the full cost of repair or the full retail replacement value plus (a) all rents and other amounts due and owing under this lease, and (b) the amount of lost rents for the period JR Lighting Design, Inc. was deprived of the use of the equipment.
6. Lessee shall indemnify JR Lighting Design, Inc. (and its agents, employees and assigns) against and hold JR Lighting Design, Inc. (and its agents, employees and assigns) harmless from any and all claims, actions, suits, proceedings, costs, duties, expenses, taxes, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, non-performance of the equipment, delivery, loading or use or operation of said equipment.
7. Lessee shall be solely responsible for securing all necessary permits, licenses, approvals and clearances and for complying with all laws, ordinances, regulations, statutes, practices and rules regulating the safe, proper and legal use and operation of the equipment. Lessee is responsible for paying all taxes (including but not limited to property, sales, rent, use or lease tax) that may be levied on the equipment or transaction whether levied on JR Lighting Design, Inc. or lessee.
8. Time is of the essence on this lease. Any extension must be mutually agreed upon in writing. If an extension is not secured, all terms and conditions will remain in force and the Lessee will incur daily rental charges at the highest posted rate for any equipment not returned by the return date on the lease. Any retention of the equipment after the termination of the rental period constitutes a material breach of this lease.
9. Lessee is responsible for the loading and unloading of all equipment. In the event that JR Lighting Design, Inc. assists Lessee in any manner, Lessee assumes the risk and will hold JR Lighting Design, Inc., (and its agents, employees or assigns) harmless from any personal injury or property damage, including damage or injury attributable to the negligence of JR Lighting Design, Inc. or its employees, agents or assigns.
10. Lessee acknowledges that the equipment leased hereunder is to be used by them exclusively and is not being acquired for the use of any other person or entity. The equipment is, and shall at all times remain, the sole and exclusive property of JR Lighting Design, Inc. and Lessee shall have no right, title or interest therein except as expressly set forth herein. Lessee agrees to permit the lessee to enter the premises where the equipment is kept at any reasonable time to inspect the equipment. Upon expiration or early termination of this lease, the Lessee shall return the equipment to JR Lighting Design, Inc. in good repair, condition and working order. If the equipment is not returned to JR Lighting Design, Inc. at the termination of this lease or if the lessee is in default (as defined below), JR Lighting Design, Inc. shall have the right to immediately take possession of any and all items of equipment without demand or notice, wherever the equipment may be located, without any court order or other process of law. Lessee agrees to pay the full cost of retrieval if JR Lighting Design, Inc. must make arrangements to have the equipment returned. Lessee hereby waives any and all damages and claims of trespass occasioned by such taking possession unless caused by gross negligence or willful misconduct on the part of JR Lighting Design, Inc. LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF EQUIPMENT BY JR LIGHTING DESIGN, INC.
11. Lessee shall be in default under this lease upon the first of the following to occur: (a) failure to pay any amounts due and owing under this lease; (b) any breach in any of the terms and conditions of this lease; (c) institution of any bankruptcy or receivership proceeding against Lessee; (d) death or incompetence of Lessee, if an individual; (e) at any time JR Lighting Design, Inc. determines lessee's credit to be impaired or to be insecure; or (f) the entry of any writ or order of attachment, execution or other legal process against Lessee is levied on any or all equipment.
12. Lessee irrevocably authorizes any attorney of any court of record to appear on behalf of lessee in such court to confess judgment, without process, in favor of JR Lighting Design, Inc., if he/she fails to fulfill the covenants of this lease, for such amount as may appear to be due and unpaid thereon, together with reasonable costs of collection, including reasonable attorneys fees and costs and to waive and release all errors which may intervene in such proceedings and consent to immediate execution upon such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.
13. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
14. JR Lighting Design, Inc. is not liable for any direct, indirect or consequential loss or damage to the lessee's equipment or materials or any other equipment or materials used in conjunction with the leased equipment (including but not limited to atmospheric generators, lighting equipment, cable, power and data distribution equipment, control consoles, software, etc.).
15. This lease contains the entire understanding between the parties and may not be modified except in writing. JR Lighting Design, Inc. will not be bound by any terms, representations or warranties that are not contained in the lease. This lease is governed in accordance with the laws of the State of Illinois. Lessee warrants that he/she has the authority to enter into this lease on behalf of other parties. By signing the lease, lessee agrees to accept and be bound by all of the terms and conditions of the lease.
16. Enforcement of Contract, In the event that JR Lighting Design, Inc.'s institutes legal action to enforce the Contract, the Client agrees to be liable for all JR Lighting Design, Inc.'s attorney's fees and related litigation expenses incurred. The parties stipulate and agree that the law of the State of Illinois shall govern this Contract. 10/21 v2