

Rhythm Xpress Rental Contract

DJ Jess

Ph. (361-510-1919)

Fax (361-452-2549)

www.rhythmexpress.com

E-Mail djjess@rhythmexpress.com

1. DEPOSIT. Renter acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of renters obligations under the contract.
2. WARNING. The use of false or fictitious identification to obtain the equipment or the failure to return the equipment upon the expiration of this contract may be considered a theft, resulting in criminal prosecution.
3. POSSESSION/TITLE. Renter's right to possession of the equipment terminates on the return date indicated on this contract. Retention of Possession after this date constitutes a material breach of this agreement. Any extension of this agreement must be agreed upon in writing. If the equipment is not returned and/or levied upon for any reason whatsoever, Rhythm Xpress may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold Rhythm Xpress harmless from any and all claims and costs arising from such retaking. If equipment is levied upon, renter shall notify Rhythm Xpress immediately.
4. RECEIPT/INSPECTION OF EQUIPMENT. Renter hires the equipment on an "as is" basis. Renter acknowledges that he has personally inspected the equipment prior to taking possession and finds it suitable for his needs. Renter acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper operation and use without further instructions regarding operation and use from Rhythm Xpress.
5. SOLVENCY. Renter represents to rental center that he is not insolvent and should he become insolvent, that, he will return all equipment to rental center immediately.
6. RENTAL PERIOD/RATE/PAYMENT. Rental period is for a maximum of twenty four (24) hours unless a longer term is specified in the "return date". Rental charges begin immediately upon delivery of the equipment to the location directed by the renter or upon equipment leaving Rhythm Xpress, whichever happens first. Rental charges end upon return of the equipment to Rhythm Xpress in an acceptable condition. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rhythm Xpress may terminate rental at any time and retake the equipment without further notice in case of violation by renter of any terms or conditions of this agreement. Renter agrees to pay any collection costs and attorney's fees incurred in collection of this account or any dispute arising under this agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If renter makes greater use of the equipment it is agreed that the additional usage will be charged.
7. ORDINARY WEAR AND TEAR. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or damage due to overturning, overloading or exceeding rated capacities; improper use; abuse; lack of

cleaning; tire damages. Renter shall be responsible for all damage not caused from ordinary wear and tear.

8. RETURN OF EQUIPMENT. Renter agrees to return the equipment to rental center during regular business hours upon "return date" in as good condition as when received, ordinary wear and tear expected.

9. SUBLETTING/LOCATION OF EQUIPEMNT. Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from address at which renter represented if was to be used.

10. DEFAULT. Should renter in any way fail to observe or comply with any provision of this agreement, Rhythm Xpress may, at his sole option exercise any and all of the following remedies:

- (a) Termination of this agreement
- (b) Retake the equipment.
- (c) Declare any outstanding rent and charges due and payable and initiate legal process to cover the monies.

11. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for Rhythm Xpress to retake the equipment, Rhythm Xpress may retake the equipment without further notice or further legal process.

12. ACCIDENTS, REPORTING AND INDEMNIFICATION. IN THE EVENT OF ANY ACCIDENT RESULTING IN PROPERTY DAMAGE OR BODILY INJURY ARISING FROM USE OF THE EQUIPMENT WHILE IT IS IN RENTER'S POSSESSION, RENTER HEREBY EXPRESSLY AGREES TO ASSUME RESPONSIBILITY FOR HIMSELF, HIS OWN GUEST, AGENTS AND ASSIGNS NEGLIGENCE AND AGREES TO INDEMNIFY, DEFEND AND HOLD RHYTHM XPRESS HARMLESS FROM ANY CLAIM OR ACTION ARISING THEREFROM, INCLUDING ANY COSTS AND ATTORNEYS FEES INCURRED IN CONNECTION THEREWITH. RENTER AGREES TO NOTIFY RHYTHM XPRESS IMMEDIATELY IN CASE

OF ANY ACCIDENT AND TO OBTAIN THE NAMES, ADDRESSES, PHONE NUMBERS AND OTHER PERTINENT INFORMATION FROM ALL PARTIES INVOLVED AND ALL WITNESSES.

13. DAMAGE WAIVER. By Renter initiating acceptance of the Damage Waiver on the front of this agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, Rhythm Xpress and renter agree that Rhythm Xpress will waive any claim against renter for direct physical damage to the equipment for any external cause, except as follows:

- (a) Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- (b) Loss or damage resulting from overloading or exceeding rated capacity caused by artificial current;
- (c) Loss or damage to motors or other electrical appliances or devices caused by artificial current;
- (d) Loss due to mysterious disappearance, wrongful conversion by a person entrusted with the equipment or a shortage disclosed on inventory;
- (e) Loss or damage caused by infidelity of renter, its guest, or persons to whom the equipment is entrusted
- (f) Overhead damage and all damage resulting from overturning;
- (g) All damage or loss resulting from use of the equipment in violation of any provision of this agreement, violation of any law, ordinance or regulation or operation in an improper or negligent manner;

I understand the terms and conditions described herein, and will abide by them.

_____ (sign and date) Client

_____ (sign and date) Jesse Galvan

Please mail contract and deposit to: Rhythm Xpress
4952 Shadowbend Dr.
Questions? Call 361-510-1919 Corpus Christi Texas 78413