



**4240 Cameron, Suite B  
Las Vegas, Nevada 89103  
Phone: 702-267-0415 / Fax: 702-267-0425**

## **Rental Agreement**

Customer agrees that the rental Equipment is not deemed returned until it is checked in, inspected and determined to be in good working order by an Setpoint Design and Production employee at the Setpoint Design and Production address even if Customer hires Setpoint Design and Production to transport the Equipment. Customer agrees that if any item of Equipment is not returned by the due date, late fees will be charged on a daily basis for use of the Equipment according to the valid price list (including hold or wait days for weather, rushes, etc.) until the Equipment is returned to SDP's place of business in Las Vegas, Nevada. Customer agrees to pay on demand, as a late fee, interest in the amount of One and one half percent (1.5% ) per month or the maximum legal rate, which ever is lower, on all overdue payments hereunder, whether such payments are due prior to or after a default (as hereafter defined). Checks should be made payable to: Setpoint Design and Production

All items of Equipment will be returned by the agreed date in clean condition to avoid any additional charges. Conditions that prevent satisfactory use of the Equipment do not relieve Customer of any obligation to return the Equipment or to make timely rental payments. Customer assumes all responsibility for the Equipment while out of possession of Setpoint Design and Production. Customer shall be liable for any loss, theft, or destruction of, or damage to, the Equipment. Setpoint Design and Production agrees to give Customer notice of damage or missing items of Equipment no later than three (3) full working days from the time of Equipment returned. Customer hereby agrees to compensate Setpoint Design and Production to the fullest extent of the retail value should any item of Equipment not be returned or be returned in a damaged or broken condition, due to any cause whatsoever. Any item of Equipment not returned for a period in excess of seven (7) days after the expected date of return, without previous written consent from Setpoint Design and Production, will be deemed a total loss. Customer agrees to pay to Setpoint Design and Production damages that equal One Hundred Percent (100%) of the current list price of any item of Equipment deemed to be a total loss hereunder. Customer further understands that all fees or costs due to this transaction that become over thirty days passed due will be reported to a collection agency, which may negatively affect Customer's credit.

Customer agrees to furnish at its own expense, fully qualified personnel and Equipment as required to properly unload, unpack, and install the Equipment. Customer acknowledges that he has the duty to inspect the Equipment prior to use and notify Setpoint Design and Production of any defects found. Setpoint Design and Production shall have the right but not the obligation to enter the premises where the Equipment is located for purpose of inspecting it, insuring that proper use is being made thereof and fulfilling any other obligations hereunder.

Setpoint Design and Production entire liability and Customer's exclusive remedy for damages from any cause whatsoever, arising under the agreement or related hereto, shall not exceed an amount equal to the price of the specific item or Equipment or service which gives rise to the claim. The foregoing limitation by Customer extends to bodily injury or damage to real or tangible personal property for which Setpoint Design and Production is legally responsible. **IN NO EVENT SHALL SDP, LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT OR MAINTENANCE MATERIALS.** If Setpoint Design and Production furnishes Customer with advice, opinion, or assistance not specifically required by the Agreement, which concerns any item Equipment, service or other items supplied hereunder, the furnishing of such advice, opinion, or assistance shall not subject Setpoint Design and Production to any liability, whether in contract, tort, warranty, or otherwise.

It is expressly understood that this is a rental contract and does not involve a purchase agreement. Title to the Equipment shall at all times be vested in Setpoint Design and Production, and no right, title or interest in the Equipment shall pass to Customer other than the right to possess and use the Equipment for the full Rental Term, which right is conditioned upon Customer's compliance with and fulfillment of the terms and conditions of the Agreement. Customer shall immediately notify Setpoint Design and Production of any tax or other liens attaching to the Equipment. Setpoint Design and Production and Customers hereby confirm their intent that the Equipment always remain and be deemed personal property even though such Equipment may hereafter become attached or affixed to realty. Customer shall obtain all such waivers as Setpoint Design and Production may reasonably require to assure Setpoint Design and Production right to remove, and acknowledge Setpoint Design and Production title to, the Equipment, including any landlord, mortgages, or secured creditor waivers.



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Customer understands and accepts responsibility for the proper use of the Equipment. Customer hereby agrees to ASSUME FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE during any use, operation, or performance of Equipment. Customer agrees not to use any item of Equipment that is damaged or needs repair and will be responsible for all damage to the Equipment resulting from abuse. Customer further agrees to compensate Setpoint Design and Production in rent for any time lost as a result of replacement or if Setpoint Design and Production has to make repairs to broken or damaged items of Equipment. Accrued rental prices due not apply against repair costs, replacement cost or purchase price. Customer shall not permit any repairs to the Equipment, or replacement of any part of the Equipment, without the prior written consent of Setpoint Design and Production. Customer will pay for all unauthorized repairs and replacement parts, as well as the cost of removing any unauthorized alterations and restoring the Equipment to its original state. Customer is solely responsible for obtaining all permits and other governmental authorizations required to use of the Equipment.

Customer HEREBY RELEASES AND DISTCHARGES FOR ALL TIME SETPOINT DESIGN AND PRODUCTION, its officers, directors, employees, servants, agents, employees, shareholder, affiliates, successors, assigns, suppliers, and transferees from all liability to the undersigned or anyone representing the undersigned for any loss or damages, on account of injury or damage or losses sustained by the undersigned negligence of any act of Setpoint Design and Production, and whether on or off the undersigned's premises. Customer HEREBY WAIVES ANY CLAIMS AND DOES COVENANT NOT TO SUE SETPOINT DESIGN AND PRODUCTION, or any owner, agent, employee, officer or director of Setpoint Design and Production, for any claim which Customer may now have or may acquire against said entireties or any of their agents, representatives, or employees by reason or any injury or loss sustained, including death, as a result of the use, operation or performance of the listed Equipment, regardless of the cause thereof.

Customer HEREBY AGREES TO PAY, AN ON DEMAND TO INDEMNIFY AND HOLD HARMLESS SETPOINT DESIGN AND PRODUCTION and its officers, directors, employees, servants, agents, shareholders, affiliates, successors, assigns, and transferees from and against any and all claims, damages, losses, liabilities, (including, but not limited to, any claim or liability for strict liability in tort or otherwise), demands, suits, judgments, causes of action, and all legal proceedings, whether civil or criminal, penalties, fines and other sanctions, and any costs and expenses incurred in connection therewith, including reasonable attorneys' fees, which may directly or indirectly result from, relate to or arise out of the purchase, condition, ownership, manufacture, testing, inspection, delivery, non-delivery, acceptance, non-acceptance, rejection, import, export, possession, control, storage, transportation, disposition, use of operation of any item of Equipment, or which may be cause by any malfunction or defect in any such item of Equipment, latent or otherwise, arising form the material or any article used therein, or from the design, testing or use thereof or from any maintenance, service, repair, overhaul, improvement modification or alteration thereof, regardless of when such defect shall be discovered, whether or not such item of Equipment is at the time in the possession of Purchaser and where ever located. This indemnification shall continue in full force and effect during and after term of this lease for causes arising during the term of this lease.

From the Commencement Date until the return thereof of the relevant item(s) of Equipment to Setpoint Design and Production, Customer shall bear all risks of loss or damage to such items of Equipment, no matter how occasioned and from any cause. Customer shall carry and maintain in effect, at its own expense, with insurers a recognized responsibility acceptable to Setpoint Design and Production, insurance covering the Equipment rented hereunder for full replacement costs and for loss of rents on said Equipment, from date of shipping, during the entire Rental Term, until such Equipment has been returned to SDP, in Las Vegas, Nevada, including any damage while the Equipment is in transit or storage. Such insurance shall cover all risks of physical loss or damage by fire, theft, water, act of vandalism or act of God. Customer shall provide SDP, appropriate Certificates of Insurance evidencing said insurance. Equipment will not be released without such evidence of coverage. Workers' Compensation Coverage and employer's liability insurance shall provide defense and indemnity on a primary basis to SDP, for damages, injuries, and workers' compensation benefits incurred by or claimed by Customer's agents, employees and representatives. Customer shall immediately report to Setpoint Design and Production and its insurer any incident, and any process, pleading notice or paper of any kind received by Customer or any operator of the Equipment relating to any claim, suit, or proceeding connected with any accident or event involving the Equipment (an "Adverse Action"). Neither Customer nor any operator of the Equipment shall aid or abet the assertion of any Adverse Action. Customer shall cooperate fully with SDP, and its insurer in investigating and defending against any Adverse Action.



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Any of the following shall constitute a default by Customer hereunder ("Default"): (i) failure by Customer to pay any amounts hereunder when due, or (ii) failure by Customer to comply with any provisions of, or perform any of its obligations arising under, the Agreement or under any documents or agreements related hereto and such non compliance remains unremedied by Customer for a period of seven (7) days, or (iii) any representations or warranties made or given by Customer in connection with this Agreement that were false or misleading when made, or (iv) subjection of the Equipment to levy or execution or other judicial process which is not or can not be removed within thirty (30) days from the subjection thereof, or (v) commencement of any insolvency, bankruptcy or similar proceeding by or against Customer or any guarantor of Customer's obligations hereunder ("Guarantor") and, in the case of any such involuntary proceedings, such is not dismissed within thirty (30) days of institution, or (vi) any act of Customer that imperils the value of the Equipment of the prospect of the full performance of the Customer's obligations hereunder, or (vii) the death or dissolution of Customer or of any general partner of Customer if Customer is a partnership, or the inability of a Customer or any Guarantor to perform any obligations contained herein or in any applicable guarantee. Customer agrees that upon any Default, Setpoint Design and Production may, forthwith, repossess the Equipment by use of any lawful means and exercise any other right or remedy which may be available to it.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA AND ANY DISPUTE BETWEEN SETPOINT DESIGN AND PRODUCTION AND CUSTOMER ARISING OUT OF OR RELATED TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA. ANY SUIT OR ACTION OF A PARTY HERETO AS PLAINTIFF AGAINST THE OTHER PARTY HERETO SHALL BE INSTITUTED IN A COURT OF COMPETANT JURISDICTION OF CLARK COUNTY, NEVADA.

In the event any action is commenced by either party hereto against the other party hereto in connection herewith (including any action to lift stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including responsible attorneys' fees, as determined by the court.

SIGNATURE ACKNOWLEDGES AND ACCEPTS TERMS AND CONDITIONS. THE PERSON SIGNING WARRANTS THAT HE/SHE IS AUTHORIZED TO BIND CUSTOMER SHALL BE BOUND BY SAID SIGNATURE. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL APPLICABLE SALES TAX.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Customer Representatives Signature

\_\_\_\_\_  
Date