

Rental Terms and Agreement

BETTER-THAN-BOXES DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED APPLICABLE TO THE EQUIPMENT RENTED. NOR FURTHER WARRANTY SHALL BE IMPLIED BY

By purchasing from Better-Than-Boxes, I accept the terms and conditions of the rental agreement below:

1. DELIVERY: To the address specified by the Renter via phone call. The Renter grants Better-Than-Boxes the right to enter the property at the said address for the delivery and entry of the pick-up address to pick-up Equipment at the specified time. Renter shall only release the Equipment to a Better-Than-Boxes employee.
2. TRANSPORTATION EXPENSE: The cost of transportation depends upon the delivery or drop off destination.
3. LATE FEE: In the event the Equipment is not ready for pick-up at the appointed time, then a \$25.00 late fee shall be automatically imposed per day until the Equipment is returned to Better-Than-Boxes.
4. MAINTENANCE: Renter will keep Equipment protected, repaired and maintained at its own expense and return it in good condition as received. Ordinary wear and tear is expected.
5. ALTERATION AND ATTACHMENTS: It is agreed that the rental Equipment is based on the Renter taking the Equipment on an "AS IS" basis. Renter understands that there is an inherent risk associated with the use of the Equipment and that not all potential situations may be known or anticipated by either Better-Than-Boxes or Renter. Therefore, Renter agrees to assume the entire risk as to the quality and use of the Equipment. BETTER-THAN-BOXES SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY RESULTING FROM RENTER'S USE, STORAGE, TRANSPORTATION OR OPERATION OF THE EQUIPMENT.
6. WARRANTY: Better-Than-Boxes warrants that the Equipment leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. Equipment is supplied and maintained subject to this warranty. Better-Than-Boxes obligation under this Rental Agreement is limited to repair or replacement of the Equipment when the Renter determines that it does not
7. TITLE: The Renter agrees to keep the Equipment in his/her custody and not to sublease, rent, or sell the Equipment. Equipment will remain in the possession of the Renter but are the property of Better-Than-Boxes and may be removed any time after the termination of
8. RELEASE OF LIABILITY: Indemnification. I Agree to indemnify and hold you, your officers, agents and employees harmless from and against all liabilities, claims, actions, proceedings, damages, losses, cost and expense, including attorneys; fees, for all injuries or death of any person or damage to any property occurring or arising from or connected with directly or indirectly, my possession, use and return of any of the Equipment. The Renter shall be in charge of the Equipment's operation, and is fully responsible for its operation as well as the return of the Equipment in good working order. Better-Than-Boxes and its officers, employees and agents is/are not responsible for injury occurring to the Renter or to any other persons using the Equipment, and the Renter further agrees to hold Better-Than-Boxes and its officers, employees and agents harmless against any injury or property claims. The Renter shall indemnify Better-Than-Boxes and its officers, employees and agents from/against any cost incurred due to claims from anyone and for attorney's fees

and related costs involving the use and return of the Equipment, should any legal action become necessary.

9. CANCELLATION POLICY: Better-Than-Boxes maintains the right to charge a cancellation charge for any rental reservation that is cancelled at any time after submission of a reservation in an amount up to 50% of the price of the order.

10. PRIVACY: Better-Than-Boxes will not under any circumstance share any customer personal information with any other party at any time. As per the Protection of Personal Information Act, Better-Than-Boxes will ensure that all personal customer information is kept

11. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Better-Than-Boxes and the Renter. Time is of the essence in this Rental Agreement. The receipt of the equipment that is subject of this Rental Agreement is in good working order and repair and is so acknowledged by the Renter. I agree this agreement is our entire agreement and may not be changed without our

12. ATTORNEY FEES AND COLLECTION FEES: In the event that Better-Than-Boxes takes any action, judicial or otherwise, to interpret or enforce any of the terms of this agreement, Better-Than-Boxes shall be entitled to recover all expenses it may reasonably incur in taking such action, including but not limited to attorney's fees, agency fees, contingent collection fees, expenses and costs, whether incurred in trial court, on appeal, in bankruptcy, or in connection with non judicial action.

13. RISK OF LOSS: Renter agrees to bear full responsibility and liability for the rented Equipment, and to assume all the risks of loss or damage to the equipment from the time the Equipment leaves the premises of Better-Than-Boxes until the time it is returned, regardless of whether the Equipment is lost or suffers damage which substantially impairs its operation. Renter agrees to pay for any damage or loss of the rented Equipment regardless of how the damage or loss occurs. Renter further agrees to be responsible for any incidental damage or loss of any kind, including, but not limited to gross rental loss during the time the leased Equipment is being

14. LIMITATION OF LIABILITY: If for any reason, Better-Than-Boxes is found liable under this agreement, Renter agrees that the liability of Better-Than-Boxes is limited to the repair or replacement of defective part(s) or workmanship when examination discloses to Better-Than-Boxes satisfaction that the Equipment rented was defective under normal use, maintenance and service. The liability of Better-Than-Boxes shall in no event exceed the portion of the rental of the Equipment which has been paid.

15. SEVERABILITY/SURVIVAL: If any provision of this contract is invalid, it shall be considered deleted from the agreement and shall not invalidate the remaining provisions of the rental. The terms of this contract shall survive the expiration of the term.