

RENTAL CONTRACT TERMS AND CONDITIONS

Butler Rents ("Butler") hereby rents to the renter identified on the reverse page of this contract ("Renter"), and Renter hereby rents from Butler, the personal property described on the reverse page of this contract (the "Property"), subject to all of the terms and conditions on both pages of this contract. This is a legal contract and Renter should fully read both pages of this contract before signing. The Renter, in consideration of the Property being rented hereby, acknowledges and agrees as follows:

That Renter will be charged for entire rental period, which starts at the date and time indicated on the reverse page of this contract and continues until the Property is returned to Butler's store, as evidenced by Butler's written acknowledgment of return on this contract. Rental charges are computed on the time the Property is out on rental, not the time the Property is used by the Renter. Renter certifies and acknowledges that they have received all of the Property as of the date and time indicated on the reverse page of this contract. The Renter will use the Property only at the address indicated for use on the reverse page of this contract and only for the purpose for which such Property was intended. The Property shall not be removed from the address listed herein for use at any other address without the prior written consent of Butler and subject to such additional charges as Butler specifies.

Renter has personally inspected the Property and found it be in good working and unbroken condition and fully understands its proper use and that it meets its requirements.

Renter, upon the end date and time of the rental period indicated on the reverse page of this contract (the "End Time"), will immediately return all of the Property, with all attachments, accessories and parts thereof, to Butler's office during regular business hours and in the same condition as received, subject to reasonable wear and use. A charge will be added for items requiring cleaning upon return. Renter shall continue to pay rent at the daily rent rates if the Property is not returned to Butler by the End Time.

In the case of any failure of the Property for any cause, Renter, at Renter's expense, shall return such Property to Butler. Renter particularly understands that without Butler's written authorization, Renter has no authority to incur any expense or obligation on Butler's account for the repair of said Property.

A damage waiver charge has been added to the rental charges indicated on the reverse page of this contract. Such damage waiver charge covers routine and normal breakage of Property during the course of its use (such as accidental breakage of a glass or plate). However, such damage waiver charge does not cover and Renter shall remain solely liable for: (i) any damage or loss of Property due to theft, negligence, or intentional misconduct, or (ii) damage or loss to a material portion of the Property (defined as 10% or more, by value, of the Property).

Renter agrees to indemnify Butler and hold it harmless from and against any and all liability, losses, damages and expenses of any and every nature whatsoever (including attorney fees) arising out of the possession, use, maintenance, transport and return of the Property. Renter shall indemnify Butler and hold it harmless from all damages to third persons or their property caused by Renter in possessing, using or operating the Property, including legal fees and costs incurred in defending such claims. In the event of an accident or collision involving any of the Property, Renter agrees to furnish Butler with a complete report of the same, including names and addresses of all witnesses and parties involved and a copy of any police or insurance report. Renter further agrees that the Property will be used only by the Renter and no other person without the prior written consent of Butler.

If Renter desires to extend this contract beyond the End Time, Renter will immediately notify Butler of this desire and obtain Butler's written approval and terms for the extension.

If by reason of any breach of this contract by Renter, termination of this contract, failure to pay all rental charges, insolvency of the Renter, or any other reason it becomes necessary for Butler to retake the Property, Butler and its agents shall be permitted and they are hereby authorized to go upon Renter's property and retake the Property without legal process, Butler and its agents may use all force necessary to retake the Property and Renter hereby expressly waives for itself and its agents and employees all claims for damages and losses, physical and pecuniary, caused by the retaking by Butler. Renter agrees to pay all costs and expenses incurred by Butler in retaking the Property and in collection of all sums due under this contract. Should Butler employ legal counsel to assist in the recovery of the Property or any sums due from Renter under this contract, Renter agrees to pay all attorney fees and other costs and expenses incurred by Butler. Butler, at its own discretion, may revert all charges to a daily rate it charges if invoice are not paid by Renter by the due dates.

Renter agrees to pay interest at the rate of 18% per annum or at the highest rate permitted by applicable law, whichever is less, upon all amounts not paid when due hereunder.

Renter agrees to pay any and all sales and use taxes and any other taxes that may arise out of this contract (other than Butler's income taxes).

The failure of Butler at any times to insist upon strict performance by the Renter of the terms and conditions of this contract shall not be construed as a waiver of Butler's right to demand strict compliance.

Both pages of this contract contain the entire agreement between the parties regarding the subject matter hereof and supersede and replace any prior proposals, offers or other agreements, whether written or oral.

Theft of the Property is a serious criminal offense. Section 18-4-402 of the Colorado Revised Statutes provides, in part:

"1) A person commits theft of rental property if he:

(a) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or

(b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two hours after the time at which he agreed to return it.

(2) (Deleted by amendment, L. 2007, p. 1691, § 4, effective July 1, 2007.)

(3) Theft of rental property is a class 2 misdemeanor where the value of the property involved is less than five hundred dollars.

(3.5) Theft of rental property is a class 1 misdemeanor where the value of the property involved is five hundred dollars or more but less than one thousand dollars.

(4) Theft of rental property is a class 5 felony where the value of the property involved is one thousand dollars or more but less than twenty thousand dollars.

(5) Theft of rental property is a class 3 felony where the value of the property involved is twenty thousand dollars or more."