

Equipment Rental Terms & Conditions

Rent - Security, Additional Terms - Risk of Loss, Interest. I agree that the rental term is as shown herein, unless terminated or extended as provided herein. I agree to pay Brex Services as rent for the Equipment the sums due for the rental term and that rent for the rental term is due and payable upon execution of this Rental Contract. I agree that no credit shall be due or payable for Equipment returned early. I agree that the security deposit (if applicable) will be credited against rental payments and other charges accruing hereunder only if I fully and faithfully perform all of the terms and conditions of this Rental Contract. If I breach any such terms and conditions, the security deposit shall be retained by Brex Services as additional consideration and I shall be required to pay, in addition, all of the rentals and other charges to be paid by me. I agree not to retain the Equipment beyond the "Due In" time without prior notice to Brex Services (either by telephone to the number listed herein or in person) and Brex Services prior consent. I agree that my actual usage of equipment shall not exceed eight (8) hours per 24-hour rental period (as measured by hour meter on machine), and I agree to pay on a prorated basis for usage in excess of this amount.

Title; During the rental term, I agree not to part with possession or control of the Equipment, or sell, pledge, mortgage, sublease, or otherwise encumber the Equipment or any part of it or assign or encumber any interest hereunder. I agree that the Equipment shall not be affixed (a) to real estate in such manner as to become a fixture or a part of real estate or (b) to other goods in such manner as to become an accession to or a part of such other goods.

Repair or Replacement. I agree immediately to discontinue using Equipment that becomes unsafe or in a state of disrepair, and immediately to notify Brex Services of such fact. Brex Services has the option to make such Equipment operable within a reasonable time, provide me with a similar piece of Equipment or adjust the rental charge. However, if such Equipment is unsafe or in disrepair because of my improper use or maintenance, I will bear the expense of such replacement or repair or, at your option, be declared in default.

Default. I agree that any of the following shall be an event of default: (a) I fail to pay when due any rent or any other amounts due hereunder, (b) I fail to perform any of my covenants or obligations herein (INCLUDING WITHOUT LIMITATION THE PROHIBITION ON TRANSFER); (c) any breach or default by me occurs under any other agreement between us.

Remedies upon Default. I agree that upon a default by me Brex Services may take one or more of the following actions: (a) cancel this Rental Contract; or (b) directly or by Brex Services agent enter upon my premises or other premises where the Equipment may be located and take possession of the Equipment and thereupon my right to possession of the Equipment shall absolutely cease and this Rental Contract shall be canceled. I EXPRESSLY WAIVE (1) NOTICE AND THE RIGHT TO A HEARING PRIOR TO SUCH RETAKING OF POSSESSION, AND (2) ANY DIRECT OR CONSEQUENTIAL DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY). I agree to pay all costs and expenses (including the costs and expenses of retaking, together with reasonable attorneys' fees) Brex Services incurs in exercising any of its rights or remedies hereunder or in enforcing this Rental Contract. For any cancellation under this paragraph, I agree that Brex Services shall be entitled to retain all rents and additional sums paid by me plus all insurance proceeds and other sums, if any received by Brex Services or to which it is entitled and Brex Services shall be entitled to recover all rentals accrued and unpaid for the period up to and including the date of such cancellation, plus all additional sums payable by me, for which I am liable or for which I agreed to indemnify Brex Services.

Limitation on Remedies. I agree that I have no right to reject or revoke acceptance of Equipment or to cancel this Rental Contract. I agree that Brex Services liability for losses or damages resulting from any cause shall be limited to the rental fee of the particular Equipment involved in such losses or damages.

Entire Agreement; Severability. The use of the Customer's purchase order number on this Rental Contract is for Customer's convenience and identification only. This Rental Contract constitutes the sole agreement between Brex Services and supersedes any terms and conditions included with any documentation provided at any time by Customer, who acknowledges that solely the terms set forth herein shall govern the relationship by and between Brex Services and the Customer with respect to the Equipment. If any term or other provision of this Rental Contract is or should become invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Rental Contract shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION SUITABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY OR FREEDOM FROM CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE, HAVE BEEN MADE BY BREX SERVICES, LLC ("Brex"), DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE EQUIPMENT. I AM RENTING THE EQUIPMENT "AS IS". BREX SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT, WHETHER ARISING THROUGH BREX NEGLIGENCE OR IMPOSED BY LAW. IN NO EVENT SHALL BREX BE LIABLE TO ME FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST

Brex Services, LLC
Rental Agreement

brexservices@gmail.com
720.940.9030

USE, REVENUE OR PROFITS (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).

INDEMNIFICATION. I AGREE TO INDEMNIFY AND HOLD BREX, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, COSTS AND

EXPENSES, 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 (UNLESS I AM A CONSUMER UNDER APPLICABLE LAW, IN WHICH CASE NO CONSEQUENTIAL DAMAGES LIMITATION FOR INJURIES TO PERSONS SHALL APPLY).

X _____
Renters Signature

Date