

RENTAL AGREEMENT

This Rental Agreement is entered into as of the date below by and between Mickella Solutions Inc, referred to herein as "Lessor" and,

referred to herein as "Lessee" whose address is

and whose phone number is

This Agreement shall include and be subject to the following terms and conditions:

1. Lessor and Lessee agree that this Agreement shall apply to any rental of property by Lessee from Lessor occurring on or after the date of this Agreement, even though the specific Property, duration of rental and or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity or either party executing a new Rental Agreement.
2. The rental equipment ("Property") subject to this Agreement shall be the specific items listed on the quote, equipment list, invoice or other document specifying the rented equipment ("Rental Schedule") prepared by Lessor and given to Lessee at the time of delivery of the Property to Lessee or to a third party at the direction of Lessee. Such Rental Schedule shall be deemed a part of this Agreement, as if fully incorporated herein. It shall be Lessee's sole responsibility to determine that the Property delivered is in accordance with the Rental Schedule and to notify Lessor immediately of any discrepancy thereon. Lessor shall not be responsible for any discrepancies not brought to Lessor's attention at the time of delivery.
3. For purposes of this Agreement, Lessee shall be deemed to have taken delivery of the Property from the time the Property is set aside from Lessors general inventory for Lessee's use. Lessee shall be deemed to have "returned" the Property only at such time as Lessee shall have returned the Property to Lessor's receiving department during Lessor's regular business hours, and after Lessor shall have accepted the same. "Acceptance" by Lessor shall mean that Lessor shall have unpacked the Property from its shipping container, examined it for damages and recorded by Lessor as returned. The acceptance of the returned Property is not a waiver by the Lessor of any claims that Lessor may have against Lessee, nor a waiver of claims for latent or after discovered damage to the Property.

4. Lessee shall operate and use the Property in accordance with the manufacturer's instructions and recommended use and shall neither abuse or misuse the Property nor use or store the Property in any manner or at any location which will subject it to abnormal or hazardous conditions or risk. Lessee will take all necessary precautions during the shipment, use or storage of the Property to protect the Property and all persons using the Property from injury or damage. The Property shall be used only by qualified employees or agents of Lessee. Lessee shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Lessor and Lessee shall not deface, remove or cover any name plate on the Property showing Lessor's name and identification or that of the manufacturer. All Property shall be used in accordance with applicable federal, state or local laws or ordinances.
5. Lessee shall inspect the Property immediately on delivery and shall notify Lessor at that time if Lessee determines that the Property is not in good working condition. After such delivery and inspection, Lessee acknowledges that the Property is rented, without any express or implied warranty or guaranty of any kind.
6. From the delivery of the Property to Lessee, until its return to Lessor, as those terms are defined herein, including during any time of transit or shipment of the Property per Section 7 below. Lessee shall bear any and all risk of loss and/or damage to the Property regardless of whether such loss or damage may have been caused by Lessee, Lessee's agent, Sublessee, shipper or any third party. If the Property is damaged, such liability shall include Lessor's actual cost of repair and the payment of all continuing rental charges until the repaired Property can be restored to rental use by Lessor. If the Property cannot be timely repaired, then Lessee shall be liable for Lessor's full actual new replacement cost for the Property as well as the payment of all continuing rental charges until the Property is replaced and restored to rental use by Lessor. The decision as to whether the damaged Property shall be replaced or repaired shall be solely Lessor's and shall be conclusive on Lessee. If the Property is lost, stolen or seized (by a third party or governmental agency) while in the possession of Lessee or any agent or Sublessee of Lessee, or any carrier or storage facility, Lessee shall be liable for the full new replacement cost of the Property and all continuing rental charges until the replacement Property is restored to rental use by Lessor. Lessor shall be under no obligation to replace or repair Property until Lessee has paid for the damaged, lost or stolen Property. In such event, rental charges for the subject Property shall continue to accrue until Lessee has paid for the lost, stolen or damaged Property or until repairs are completed. Accrued rental charges cannot be applied against the new replacement cost or cost of repair of damaged, lost or stolen Property.
7. In the event the Property rented by Lessee is transported or shipped, whether from Lessor to Lessee, or to any third party or location, or upon its return to Lessor, or at anytime between "delivery" and "return" of the Property, as those terms are defined in Section 3 of this Agreement, the risk of loss during that transport and shipment shall be solely Lessee's. Lessee, at Lessee's option, shall be entitled to select its own shipper or transport service and shall notify Lessor of that selected shipper or transport service at the time the rental order is placed. If Lessee declines to make such election, and

requests transport by a shipper or transport service selected by Lessor, then Lessee shall still remain responsible for risk of loss during that transport or shipment and shall continue to maintain insurance on the Property as provided herein. Lessor shall bear risk of loss during transport or shipment only during times when Lessor's own employees or representatives are directly handling the transport or shipment.

8. Lessee agrees to defend, indemnify and hold Lessor harmless against any claim, liability loss, costs, damages, expenses, or demands arising directly or indirectly out of, or in connection with the use of the Property leased from Lessor by Lessee, its agents, servants, sublessees, contractors, representatives, guests, invitees, or customers.
9. Lessee shall, at its own expense, and at all times from the delivery of the Property to Lessee to its return to Lessor, as those terms are defined herein, including during times of shipment and storage, maintain appropriate insurance, including but not limited to equipment, material, property, automobile, workers' compensation, employer's liability and general liability covering damage or loss from any cause whatsoever. Such insurance shall be in an amount sufficient to cover all risk of loss, damage to property or personal injury claims. Lessor shall be named an additional insured and loss payee on such policy or policies and, upon request by Lessor, Lessee shall provide Lessor with proof of such insurance.
10. All insurance maintained by Lessee pursuant to the foregoing provisions shall contain a waiver of subrogation against Lessor.
11. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Lessor upon request with satisfactory evidence of insurance, Lessor may, but shall not be obliged to procure the insurance and Lessee shall reimburse Lessor on demand for such costs.
12. Lessee hereby agrees to pay all of Lessor's attorney's fees and costs actually incurred by Lessor in enforcing the Terms and Conditions of this Agreement, regardless of whether or not a legal action is filed.
13. This Agreement shall be deemed entered into at Lessor's principal office located in the Bronx, in the State of New York. In the event of any dispute between the parties, Lessor and Lessee agree that venue in legal action between them shall be in the Superior Court for the County of Bronx, State of NY, and that New York law shall apply in the interpretation of this Agreement.
14. This Agreement and any attached or future Rental Schedules are incorporated by reference and made an integral part of this Agreement. This instrument and any such Rental Schedules constitute the complete agreement between the parties as to the issues covered herein. Further, no agreements, representations, or warranties other than those specifically set forth in this Agreement or in the Rental Schedules shall be binding on any of the parties unless they are also set forth in a writing that is signed by both parties.
15. Lessor may, at Lessor's option, require Lessee to give Lessor a security deposit in an amount determined by Lessor. Said security deposit, if done by credit and/or charge card, shall be final. Lessee and/or charge card holder waive all rights to dispute charges

with credit/charge card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/charge company fails to honor Lessor's charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of Lessor under this Agreement, Lessee shall remain absolutely liable for the full amount of the claims. The election by Lessor to request and accept a security deposit in lieu of a proof of insurance certificate from Lessee, or for any other reason, does not constitute a waiver or limitation by Lessor of any of Lessor's rights or Lessee's obligations under this Agreement.

16. This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Lessee specifically acknowledges the Lessor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
17. Upon the expiration or earlier termination of this lease, Lessee shall return the Property to Lessor in the same condition as at the delivery to Lessee, ordinary wear and tear excepted. Lessee does hereby grant Lessor an option to terminate this agreement on twenty-four hours notice.
18. Lessor shall have the right to inspect the equipment or observe its use at all reasonable times.
19. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
20. Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to Lessee and the time it is "returned" to Lessor. Lessee agrees to return the Property on the date and time specified on the Rental Schedule. If Lessee fails to return the Property by the return date specified, Lessee is liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by or on the due date. The rental fee payable for any item of Property shall be the Lessor's standard daily rental rate for such equipment.
Lessor's standard daily rates are subject to change at any time without notice. Lessor may discount rates upon their discretion. Discounts may be revoked at any time. All rates are FOB Lessor, and Lessee is responsible for all shipping and delivery charges. No allowance will be made for items delivered to but not used by Lessee.
21. Rental rates are offered to Lessee based upon Lessee's credit information available to Lessor at time of rental. If Lessee's credit information is incorrect or changes during the course of a rental, Lessor may revise the applicable rate without notice. Lessee agrees rental invoices and loss or damage invoices are payable upon receipt of invoices or use of the equipment. Any discounts granted by Lessor may be revoked at any time after thirty (30) days. If credit card is supplied by Lessee to Lessor, Lessee acknowledges and grants Lessor the unequivocal right to recover from Lessee's credit card immediately and/or consecutively any charges or amounts due Lessor until paid in full. Lease

payment may not be applied to the purchase or repair or replacement cost of the Property.

22. In the event Lessor provides Lessee any personnel at any point, it is acknowledged and agreed that in performing any personnel services, Lessors personnel will be acting under the direct supervision and control of Lessee and not by Lessor. Lessee shall be solely responsible for providing such supervision and control as will protect the Personnel, the Equipment and third parties from injury or loss.
23. By signing, LESSOR and LESSEE agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority and responsibility to enter into this Agreement and/or sign this Agreement on behalf of the addressee or organization.

DATE: _____

AUTHORIZED AGENT OR LESSEE SIGNATURE

PLEASE TYPE OR PRINT NAME AND TITLE

DATE: _____

AUTHORIZED REP, MICKELLA SOLUTIONS INC

PLEASE TYPE OR PRINT NAME AND TITLE