

Spitfire Ltd.

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RENTAL CONTRACT, TERMS AND CONDITIONS

SCHEDULE A:

Equipment Description:

Days

Rate:

Equipment Description:	Days	Rate:

START DATE:

END DATE:

DEFINITIONS AND DATE IN FORCE

THIS AGREEMENT IS BETWEEN

OR IT'S AUTHORIZED AGENT(HEREIN AFTER REFERRED TO AS 'LESSEE') AND SPITFIRE LTD. (HERINAFTER REFERRED AS 'LESSOR') BEGINNING WITH THE DATE SPECIFIED IN SCHEDULE "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE AND CONTINUING UNTIL A DATE AGREED UPON IN ADVANCE BY THE LESSOR AND LESSEE (HEREINAFTER REFERRED TO AS THE 'RENTAL PERIOD') WITH REGARDS TO THE EQUIPMENT (HEREINAFTER REFERRED TO AS THE 'EQUIPMENT') SPECIFIED ON SCHEDULE "A".

LENGTH OF THE AGREEMENT

THIS AGREEMENT SHALL BE ENFORCED FOR THE ENTIRE PERIOD OF TIME THAT THE EQUIPMENT IS UNDER THE CONTROL OF THE LESSEE AND/OR ON THE PREMISES DESIGNATED BY THE LESSEE WHETHER OR NOT THE RENTAL PERIOD HAS ENDED. THE ENDING DATE OF THE AGREEMENT SHALL BE AS SPECIFIED INITIALLY BY THE LESSEE TO THE LESSOR AND SHALL BE EXTENDED AT THE SOLE DISCRETION OF THE LESSOR.

OWNERSHIP

SPITFIRE LTD SHALL RETAIN OWNERSHIP OF ALL EQUIPMENT. THE LESSEE SHALL MAKE NO EFFORTS TO DISPOSE OF THE EQUIPMENT NOR USE THE EQUIPMENT AS COLLATERAL OR CHATTEL

PAYMENT

LESSEE AGREES TO PAY THE RENTAL RATE FOR SAID PERIOD FOR NOT LESS THEN THE RENTAL PERIOD, AND FOR SUCH TIME THEREAFTER UNTIL COMPLETION OF RENTAL. RENTAL IS CONSIDERED COMPLETE WHEN EQUIPMENT IS RETURNED TO LESSOR IN RENTABLE CONDITION, OR, IN CASE OF DAMAGE:

1- WHEN LESSEE HAS REPAIRED THE EQUIPMENT OR, 2 - PAID FOR THE COST OF SUCH REPAIRS AND THE EQUIPMENT HAS BEEN REPAIRED WITHOUT DELAY BY THE LESSOR, 3 - OR UNTIL EQUIPMENT IS REPLACED, IN ACTUAL KIND, REGARDLESS OF CAUSE OF SUCH LOSS OR DAMAGE WHERE INCURRED BY THE LESSEE.

2. ALL RENTAL PAYMENTS ARE ARE TO BE PAID BY CREDIT CARD AS SUBMITTED ON CREDIT CARD AUTORIZATION FORM. IN THE EVENT CREDIT CARD IS DISHONORED OR IS DENIED FOR ANY AND ALL REASONS, SIGNER OF THIS FORM PERSONNALLY AND WITHOUT LIMITATION GUARANTESS ALL PAYMENTS DUE UNDER THIS CONTRACT.

.LOCATION

THE EQUIPMENT SHALL BE KEPT AT THE PREMISES TO WHICH IT WAS DELIVERED BY THE LESSOR FOR THE ENTIRE PERIOD AND SHALL NOT BE MOVED WITHOUT THE EXPRESS WRITTEN PERMISSION DURING THE RENTAL PERIOD.

ACCEPTANCE

THE ACCEPTANCE OF THE RETURN OF THE EQUIPMENT IS NOT A WAIVER BY THE LESSOR OF ANY CLAIMS THAT IT MAY HAVE OR SUBSEQUENTLY BRING AGAINST THE LESSEE. ACCEPTANCE OF THE EQUIPMENT BY THE LESSEE AT TIME OF DELIVERY MEANS THAT THE LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS IN GOOD CONDITION AND REPAIR.

INSURANCE

LESSEE AGREES TO PROVIDE INSURANCE TO PROTECT THE EQUIPMENT FROM ALL MISHAPS, DAMAGES, THEFT OR OTHER SITUATIONS WHICH MAY DECREASE THE VALUE OF THE EQUIPMENT. IN CASE OF A DEDUCTIBLE PORTION OF THE INSURANCE THE LESSEE AGREES TO BE RESPONSIBLE FOR THIS EXPENSE.

ALTERATIONS

LESSEE AGREES NOT TO MAKE ANY ALTERATIONS, ADDITIONS OR IMPROVEMENTS WITHOUT THE WRITTEN CONSENT OF THE LESSOR.

SURRENDER

