

Earth Science Systems, LLC
11485 W. I-70 Frontage Rd.
Unit B
Wheat Ridge CO 80033
United States

Rental Terms and Conditions

Earth Science Systems, LLC (ESS) and RENTER, agree as follows.

1. By acceptance of this Rental Quotation, RENTER is renting equipment, accessories and related products ("EQUIPMENT") and RENTER agrees to the terms of this Equipment Rental Agreement. All Equipment rented from ESS shall be subject to only those terms and conditions set forth below and any terms and conditions that are in addition to, in conflict or inconsistent with the terms and conditions below shall have no force or effect.

2. Rent: RENTER shall pay to ESS rent in the amounts stated on this quote.

3. Rental Term: The rental term and related charges shall commence upon the date Equipment is shipped by ESS and shall terminate on the date Equipment is returned to ESS in good condition.

4. Payment Terms: Full Payment is due upon receipt of invoice. Interest of 1.5% per month shall be charged on all unpaid invoices amounts more than after 30 days outstanding.

5. Ownership: Equipment is, and shall at all times remain, the sole and exclusive property of ESS.

6. Warranty: ESS warrants that Equipment shall be in satisfactory operating condition at the time of shipment. In the event ESS determines that components have failed during normal operation, and not as a result of damage or misuse, ESS will make commercially reasonable efforts to replace said components at no charge, excluding shipping. ESS is not responsible for the methods or conditions of EQUIPMENT operation or for the results obtained. THE FOREGOING IS THE SOLE AND EXCLUSIVE REMEDY OF RENTER WITH RESPECT TO ANY CLAIM OF DEFECT IN THE PERFORMANCE, WORKMANSHIP OR OPERATION OF THE EQUIPMENT. ESS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY ESS.

7. Alteration: No alteration to the EQUIPMENT may be made without the prior written consent of ESS.

8. Assignment: Neither this Agreement nor EQUIPMENT may be assigned, transferred, or in any way encumbered by RENTER without written consent of ESS.

9. Operation: The RENTER will use the EQUIPMENT in a safe manner and in full compliance with the operating procedures established by the manufacturer and provided to the RENTER with the EQUIPMENT. Further, use shall be in compliance with all applicable laws of federal, state and local authorities and rules and regulations promulgated thereunder. The RENTER shall indemnify and hold ESS harmless from and against any claim, demand, liability or cause of action of any nature whatsoever, including payment of ESS's reasonable and necessary attorneys' fees and costs, whether in contract or by virtue of negligence or other tort, or otherwise, resulting from the RENTER'S use of the EQUIPMENT. ESS is not responsible for the results of the surveys or their interpretation.

10. Default and Remedies: RENTER shall be deemed to have breached this Agreement if RENTER: a) Default in any payment required by the terms of this Agreement, b) Default in any of the terms herein if such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by ESS or c) Becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law relief of debts, or the petition is not discharged within 30 days.

11. In the event of any default, ESS may declare the entire amount of unpaid rental payments immediately due and payable, and ESS may immediately terminate EQUIPMENT rental in question. In the event of such termination, ESS may enter into the premises where EQUIPMENT is located and remove same. All costs and expenses to recover EQUIPMENT and/or rental fees, including reasonable legal fees incurred in execution of this section, will be paid by RENTER.

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12. Risk of Loss and Return Shipment: Promptly upon the arrival of EQUIPMENT at the RENTER'S facility, the RENTER will carefully inspect the EQUIPMENT to determine whether it has been damaged during shipment. In the event of any such damage, the RENTER will promptly inform ESS and the shipper of the nature of the damage, with full details and any required certifications, photographs or other proof of damage. If the RENTER shall fail to notify ESS within three business days of the receipt of the EQUIPMENT that there is any damage, then the RENTER shall be deemed to have accepted the EQUIPMENT as being in acceptable operating condition. During shipping and during the period of the RENTER'S custody and control of the EQUIPMENT, all risk of loss, destruction of, or damage to the EQUIPMENT, from any cause whatsoever shall be borne by the RENTER. The RENTER shall insure the EQUIPMENT for replacement cost against loss from all perils and may be requested to provide proof of insurance naming ESS as Additionally Insured and Loss Payee. Replacement cost of EQUIPMENT must be declared with shipping carrier unless RENTER supplies ESS with valid certificate of insurance indicating coverage of EQUIPMENT while in transit. EQUIPMENT shall be returned to ESS by RENTER in the same shipping container and/or pallet as used for delivery to RENTER. If the shipping container and/or pallet is damaged during shipping it must be replaced for the return shipment. Shipper must require signature upon delivery.

13. ESS will charge additional daily fees for EQUIPMENT received after the agreed return date. ESS does not accept deliveries on weekends or holidays.

14. ESS will charge additional fees for cleaning and repairing damaged equipment.

15. In its sole and absolute discretion, ESS reserves the right to refuse to rent rental property to any person or group for any reason.

16. LIMITATION OF LIABILITY: IN NO EVENT SHALL ESS'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE USE, OPERATION, CONDITION, PERFORMANCE OR OTHER FACTOR RELATED TO THE EQUIPMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF RENT ACTUALLY PAID BY RENTER FOR THE FIVE (5) DAYS PRECEDING THE DATE OF LAST USE OF THE EQUIPMENT IN QUESTION. IN NO EVENT SHALL ESS BE LIABLE TO RENTER, ITS AGENTS, SERVANTS, EMPLOYEE OR REPRESENTATIVES FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE EQUIPMENT, OR FOR ANY INTERRUPTION IN WORK SCHEDULE, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF ESS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. This Agreement is made in Jefferson County, Colorado and shall be construed for all purposes under the laws of the State of Colorado. Venue for all legal proceedings shall be Jefferson County, Colorado. These Terms will take precedence over any others.