

GLOBAL AQUARIUM SUPPLY

Terms and Conditions

1. NO TRANSFER OR WARRANTIES. I may not sublease the equipment or transfer this agreement or the use or possession of equipment. If I should do so, I will assume all liability and compensate Global Aquarium Supply for any loss it suffers, and may also be declared in default. No warranties, expressed or implied, including, without limitation, durability fitness for a particular purpose, merchantability, or condition have been made by Global Aquarium Supply. I am renting the equipment "as is". Global Aquarium Supply shall not be responsible for any loss, damage or injury to persons or property caused by the equipment. In no event shall Global Aquarium Supply be liable to me for indirect, consequential or special damages, including lost use, revenue or profits.

2. INDEMNIFICATION. I agree to indemnify and hold Global Aquarium Supply, 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, my possession, use and return of equipment.

3. RENT-SECURITY. I agree that the rental term is shown herein, unless terminated or extended as provided herein. I agree to pay Global Aquarium Supply as rent for the equipment the sums due for the rental term upon execution of this agreement. I agree to pay a \$500.00USD deposit, on my credit card, to rent the equipment from Global Aquarium Supply. Upon returning such equipment, in satisfactory condition, Global Aquarium Supply will refund the balance of the deposit, less rental fees. Global Aquarium Supply has 3 days after equipment return to inspect equipment for satisfactory condition before security balance is credited back to the renters account.

I agree to pay the following rental rates for the Quantum/Par meter/s to Global Aquarium Supply. These rates will be subtracted from my initial \$500.00USD deposit.

- A. Ten dollars a day
- B. Forty dollars a week
- C. One Hundred and Sixty dollars a month

I agree to purchase the Quantum/PAR meter from Global Aquarium Supply "at their discretion" for the total security deposit set forth of \$500.00USD, if the meter is rented for a total sum of \$500.00USD. Thus, there will be no credit back of any or part of the \$500.00USD security deposit charged to my credit card.

4. RISK OF LOSS. I agree that, upon execution of this agreement, I assume all risks of loss theft, damage or destruction, partial or complete of the equipment from any and every cause whatsoever. My risk of loss as set forth in this Paragraph is not modified by any other provision of the agreement.

5. CONDITION. I acknowledge that I have received the equipment in good acceptable condition. It shall be returned to Global Aquarium Supply in the same manner and condition. I agree to keep and maintain the equipment in the same condition, use it in a careful and proper manner. Nothing in the paragraph modifies the risk of loss set forth in Paragraph 4.

6. DAMAGE. I assume sole responsibility for any and all damage inflicted on equipment rented from Global Aquarium Supply. The deposit of \$500.00USD for equipment rental set forth in this contract can and may be used by Global Aquarium Supply to repair the rental item in the event of damage by the renter.

I agree to these "Terms" in the event of Damage, set forth by Global Aquarium Supply. Any additional amount totaling over the \$500.00USD deposit, will be charged to my account, or at Global Aquarium Supplies discretion, will refuse the return of the unit, and the \$500.00USD will be kept as "payment in full" at our discretion.

7. DEFAULT. I agree that any of the following shall be an event of default: (a) I fail to pay when due any rent or other amounts due hereunder; (b) I fail to perform any of my covenants or obligations herein; (c) Global Aquarium Supply determines that any representation I made has been inaccurate or untrue when made; (d) I die, dissolve, cease doing business or sell or transfer all or substantially all of my assets; (e) any voluntary or involuntary bankruptcy or insolvency proceeding, or assignment for the benefit of

creditors, is filed or otherwise commenced in respect of me;(f) I become insolvent or generally do not pay my debts as they become due; or (g) any breach or default by me occurs under any other agreement between us.

8. REMEDIES UPON DEFAULT- I agree upon default by me Global Aquarium Supply may do one or more of the following,(a) proceed by arbitration to recover damages;(b)cancel this agreement; or(c)directly or by agent enter my premises where the Equipment may be located and take possession of the Equipment. 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 possession. I agree to pay all costs and expenses (including the costs and expenses of retaking, together with reasonable attorney's fees) Global Aquarium Supply incurs in exercising any of its rights or remedies hereunder or in enforcing this agreement. I agree that if I fail to return equipment after the "\$500.00USD deposit is exhausted", Global Aquarium Supply reserves the right to notify local law enforcement for purposes of investigation, arrest and/or prosecution subject to state law. For any cancellation under this paragraph, I agree that Global Aquarium Supply shall be entitled to retain all deposit/rental monies paid by me plus all insurance proceeds and other sums, if any, received by Global Aquarium Supply. Global Aquarium Supply shall also be entitled to recover all rentals and other sums accrued and unpaid for which I am liable.

9.LIMITATION ON REMEDIES. I agree that I have no right to reject or revoke acceptance of the equipment or to cancel this agreement. I agree that if Global Aquarium Supply fails to meet any of it's obligations, my exclusive remedy shall be to notify Global Aquarium Supply of such deficient performance. I agree that in such event Global aquarium Supply may repair or replace and deficient equipment or make a rental charge adjustment, and that Global aquarium Supply's 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. Nothing in this paragraph modifies the risk of loss set forth in paragraph 4.

10. LIQUIDATION DAMAGES FOR UNPAID RENT. I agree that Global aquarium Supply shall be entitled to recover immediately, as the liquidation damages for unpaid rent and not as a penalty, a sum equal to the total of;(a) all rentals or other sums due for any item of equipment up to the date of return to or repossession by Global Aquarium Supply;(b) any expenses and losses incurred by Global Aquarium Supply in connection with the repossession, holding, repair, subsequent sale or lease or disposition of the equipment, including reasonable attorney's fees incurred in connection with the enforcement or protection of Global Aquarium Supplies right hereunder;(c) the stipulated Lose Value for all items of Equipment returned to Global Aquarium Supply less (i) the present value of the proceeds of reletting such items of Equipment for the remaining term hereof,or (ii) if such item is sold, the net proceeds of such sale. Present value shall be computed on the basis of a discount of six percent (6% per annum and the discount rates will be compounded on the respective dates on which rents will be payable

12. ENTIRE AGREEMENT. I agree that this is the entire agreement between myself and Global Aquarium Supply and may not be changed without mutual written consent. By checking the box I am stating I have read, understand and accept the entire terms and conditions page.

I agree to the terms and conditions listed above.

Signature

Date

Print Name

By checking the box and printing your full name and signing below the check box you are agreeing to the Terms and Conditions stated above.

Note: This page must accompany the Rental Agreement form. Please fax both to: 714-670-0671

Mail hard copy of both to:
Global Aquarium Supply
14734 Rayfield Dr.
La Mirada, Ca. 90638