

Equipment Rental Agreement

This equipment rental agreement (the Agreement) is made and entered on () (the effective date) by and between Openhouse Products Ltd, 125 Craven Street. Birkenhead.

CH41 4BW (the "Lessor") legally conducting business within the United Kingdom and the European Union and (the "Lessee"); collectively referred to herein as the "Parties".

1. EQUIPMENT SUBJECT TO RENTAL

The Lessor shall rent the equipment listed herein to the Lessee whom must adhere to the terms and conditions of this agreement.

(Description and photo ID of equipment to be rented)

2. PAYMENT TERMS

The Rental fee is based on a rate of £ per day, plus any additional fees incurred. Additional charges shall be added in the event the equipment is damaged, missing any elements or components, stolen or lost or returned later than 5 (five) years after the date of the rental agreement. All charges shall commence from the effective date of this agreement. Lessee shall pay to the Lessor an additional service charge of £00.00 per day for each day the equipment has not been returned, in addition to the daily rental fee. Lessor shall invoice the client on a yearly basis in advance, and all invoices to be paid by monthly Direct Debit. The Lessor shall supply a yearly statement to the Lessee.

3. RETURNED PAYMENTS

The Lessee shall be charged a penalty of £ for each day the amount remains outstanding.

4. SECURITY DEPOSIT

In addition to the rental fee, the Lessee shall pay a security deposit of three months £ prior to receiving any equipment and at the time of this agreement is signed. This deposit shall be returned to the Lessee upon termination of this agreement, subject to the option of the Lessor to apply it against any charges or damages incurred. Any amounts refundable to the Less shall be paid at the time this Equipment Rental Agreement is terminated.

5. RENTAL TERM

This equipment rental agreement shall begin on the above effective date and shall terminate on (), unless otherwise terminated in a manner consistent within

these terms. At the end of the Rental term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

6. LOCATION

The Equipment shall be located at during the term of this agreement, and shall not be removed from that location without the Lessor's prior written consent.

7. CARE AND OPERATION

The equipment may only be used and operated in a careful and proper manner, under the guidance and training received. Its use must comply with all the laws and regulations relating to the possession, use, or maintenance of the equipment, including registration and or licensing requirements, if any

8. INSURANCE

The Lessee shall insure the equipment in an amount of at least £

9. TAXES AND FEES

This section is left intentionally blank as VAT is added to the monthly or yearly rental.

10. ALTERATIONS

Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be property of the Lessor and subject to the term within. Lessor shall have the right to inspect the equipment during Lessee's normal business hours upon request.

11. MAINTENANCE AND REPAIR

The lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labour, material, parts and similar items.

12. OPTION TO RENEW

If the Lessee is not in default upon the expiration of this lease, the lessee shall have the option to renew this lease for a similar term on such terms as the parties agree upon.

13. DEFAULT

The occurrence of any of the following shall constitute a default under this agreement.

- a. The failure to make a required payment under this agreement when due.
- b. The violation of any other provision or requirement that is not corrected within () days after written notice of this violation is given.
- c. The insolvency or bankruptcy of the Lessee.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LESSOR SHALL NOT BE LIABLE TO LESSEE AND LESSEE COVENANTS THAT IT SHALL NOT ASSERT A CLAIM AGAINST LESSOR, UNDER LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE PROVIDED BY STATUTE OR LAW (I) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, OR LOSS, OF GOODWILL, EVEN IF LESSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR DAMAGES RELATED TO ARISING OUT OF THIS AGREEMENT IN AN AMOUNT THAT EXCEEDS THE FEES ACTUALLY PAID BY LESSOR UNDER THIS AGREEMENT. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT.

15. DISPUTE RESOLUTION

This agreement and any dispute relating to this agreement shall be governed by and interpreted in accordance with the law and parties irrevocably agree that the courts within borders of the United Kingdom and its dominions shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the agreement, regardless of an individual party location. Parties irrevocably submit to the exclusive jurisdiction of the local and national courts located within the United Kingdom and its Dominions.

16. INDEMNITY

Lessee agrees to indemnify and hold Lessor its subsidiaries, affiliates and respective officers, agents, partners, and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this agreement.

17. SEVERABILITY

In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the parties, and the remainder of the provisions shall remain in full force and effect.

18. WAIVER

Either party's failure to insist upon strict performance of any provision of this agreement shall not be construed as a waiver or any other of its rights hereunder at any later date or time.

19. FORCE MAJORE

With the exception of any payment obligations, neither party shall be liable for failing to perform its obligations hereunder (other than payment obligations) where delayed or hindered by war, riots, embargoes, strikes, or acts of its vendors, suppliers, accidents, acts of god, or any other event beyond its reasonable control.

20. SURVIVAL

All terms and provisions of this agreement that should by their nature survive the termination shall so survive

21. ENTIRE AGREEMENT

This agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the parties.

In witness whereof, THE PARTIES HAVE EXECUTED THIS Equipment Rental Agreement by a duly authorised representative effective as of the date set forth at the top of this agreement.

Duly signed for and on behalf of Openhouse Products Ltd.

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Director. Date;

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Director. Date;

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Customer. Date;

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Customer. Date;