



Item, Inc.
 5509 Vine St.
 Alexandria VA 22310
 (703) 971-5700
 FAX: (703) 971-0070
 (800) 367-4836

Start date
Return Date
Rental Agreement
Invoice Number
Terms

Time
Time
 Invoice date

Rental Agreement

Billing address:

Windows:

Print Driver:

Purchase Order: _____

Ship to address:

Contact:

Nova #

QTY	Description:	Serial #	Unit Price	Unit Value	Amount
Notes					

Approval Code: _____ **Type of Credit** _____

Card Number: _____ **Expiration:** _____

The undersigned agrees to all the terms and conditions set forth in above, on the second page side, and any attached schedule therof, and in witness hereby execute this lease. This lease is non cancellable after signing:

Lessee: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

Printed Name: _____

Lessor: Item, Inc.

Accepted by: _____

Cost for Overage:

Special Services:

Miscellaneous:

Equipment Total

Delivery:

Exempt?

Tax

Subtotal

Deposit

Invoice Total

See Second Page for Terms and Conditions which are a part of this rental agreement

TERMS OF RENTAL

INTEGRATION: The lessee/renter has read both sides of this instrument and it represents the total agreement of the parties with respect to the equipment listed herein and supersedes all prior communications both oral and written.

CONTRACT: The foregoing contract does not allow for your termination at any time within the term.

LOSS AND DAMAGE: The Renter shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause whatsoever and no loss, theft, damage or destruction of the equipment shall relieve the Renter of the obligation to pay rent, or of any other obligation stated in this contract. In the event of damage to any item of equipment, the Renter shall immediately replace the same in good repair. If Item, Inc. determines that any item of equipment is lost, stolen, destroyed, or damaged beyond repair, the Renter shall either replace it with the same, or like equipment in good condition or pay Item, Inc. in CASH all amounts then owed by the Renter to Item, Inc. under the terms of this contract plus 100% of the actual cost of said item. Therefore, the Renter shall use the equipment in a careful manner and shall comply with all of the laws relating to its possession. The Renter shall not make any alterations, additions or improvements to the equipment without prior written consent from Item, Inc. All additions and improvements made to the equipment shall belong to Item, Inc. Renter must however, notify Item, Inc. of any repairs that are performed on the equipment during the rental period. These are the Renter's expense unless maintenance is included in the contract.

LOCATION: The equipment shall be delivered and thereafter kept at the location specified in this contract or, if none specified, at the Renter's address as set forth in this contract and shall not be removed therefrom without the prior written consent of Item, Inc.

ASSIGNMENT: Renter shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease (or any interest therein) or, (b) sublet or lend the equipment, or permit it to be used by anyone other than Lessee (or Lessee's employees) without prior written consent of Item, Inc.

TAXES: All taxes, however designated, which are levied or based on this contract (including state and local taxes) will hereby be paid by the Renter for the rental of said equipment.

INDEMNITY: Renter shall indemnify Item, Inc. against and hold Item, Inc. harmless from any and all claims, actions, proceedings, expenses, damages and liabilities (including attorney's fees) arising in connection with the equipment including, without limitation, its manufacturer, selection, purchase, delivery, possession, use, operation, or return and the recovery of claims under insurance policies thereon.

LIMITATION OF LIABILITY: Item, Inc. shall not be liable for any incidental, or consequential damages, or any loss or expense arising from the use, or the inability to use, the equipment for any purpose.

DEFAULT: If the Renter fails to pay any rent or any other amount provided herein within (5) five days of the date it is due and payable, or if the Renter fails to performing other provision hereof within (5) five days after Item, Inc. shall have demanded, in writing, performance thereof, or if any proceeding bankruptcy, receivership, or insolvency shall be commenced by, or against, the Renter or its property, or if Renter makes any assignment for the benefit of its creditors, Item, Inc. shall have the right, but shall not be obligated to exercise, any one, or more of the following remedies: (a) to sue for and recover all rents and other amounts then due, or thereafter accruing under the terms of this contract; (b) to take possession of any, or all of the equipment, wherever it may be located, without demand or notice, without any court order or other process of the law, and without incurring any liability to Renter for any damages occasioned by such taking of possession; (c) to sell any or all, of the equipment at public or private sale for cash on credit and to recover from Renter all costs of taking possession, storing, repairing, and selling the equipment an amount equal to 10% of the actual cost of Item, Inc. of the equipment sold and the unpaid balance of the total rent for the initial term of this lease attributable to the equipment sold, less the net proceeds of such sale; (d) to terminate this lease as to any or all items of equipment; (e) in the event that Item, Inc. elects to terminate this lease as to any, or all, items of equipment to recover from Renter as to each item subject to said termination the worth, at the time of such termination, of the excess, if any, of the amount of rent reserved herein for said item for the balance of the term hereof over then reasonable rental value of said item for the same period of time; (f) to pursue any other remedy not, or hereafter, existing at law or in equity. Notwithstanding, any such action that Item, Inc. may take, including taking possession of any, or all of the equipment Renter shall remain liable for the full performance of all of its obligations hereunder provided, however, that if Item, Inc. in writing, terminates this contract as to any item of equipment, Renter shall not be liable for renting respect of such item accruing after the date of such termination. In addition to the foregoing, Renter shall pay Item, Inc. all costs and expenses including reasonable attorney's fees incurred by Item, Inc. in exercising any of its rights or remedies hereunder.

NOTICES: Any written notice, or demand, under this agreement may be given to a party by mailing it to the party address set forth above, or at such address as the party may provide, in writing, from time to time. Notice, or demand, so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid. All notices of termination of any rental extensions must be in writing.

ACCEPTANCE OF EQUIPMENT: Unless within (5) five days after receipt of the equipment, Rentee gives Item, Inc. written notice specifying any defect in, or other valid objection to the equipment, it shall be conclusively presumed, and be valid evidence as between Renter and Item, Inc. that said equipment was in good condition when received and that Renter has accepted, and approved said equipment and is satisfied that the equipment constitutes the equipment specified in the agreement. Thereafter, Renter shall maintain said equipment in working condition.

INSURANCE: Rentee agrees during the full term, and during any renewal of this rental agreement and while in transit to and from Lessee and until safely returned to Lessor to keep the equipment fully insured for not less than the replacement value of the equipment as of the inception of the lease in the joint names of Item, Inc. and Renter again install risks including adequate Public Liability (bodily injury and property damage liability insurance), but not less than in the minimum amount of \$500,000/\$100,000. Lessee shall be the absolute insurer and, at its own expense, pay all insurance premiums. Renter shall cause copies of the policies to be furnished to Renter. The onus of establishing the requisite safeguards for the full protection of Item, Inc. against all risks shall be solely the Renter. In the event of loss, whether total or partial, Lessor shall not be obligated to replace or to repair the equipment and Lessor shall have the right to terminate this lease without relieving Renter of his obligations. The proceeds of any insurance shall, at Item, Inc.'s option, be applied toward any one, or more of the following: the replacement or the repair of the equipment or in reduction of Renter's obligations due or to become due, hereunder. Renter hereby appoints Renter as Item Inc.'s attorney-in-fact to make claim for, and receive payment for loss or damage under any insurance policy issued on said equipment.

OTHER RENTAL TERMS: After ten days the account will be turned over to an attorney for collection. The delinquency will be reported to the appropriate credit reporting agencies. They will also pay interest in the amount of 1.5% per month delinquent. Title remains with Item, Inc. at all times. There exists an option to purchase; 50% of all rental payments may be applied to said purchase excluding funds collected for taxes, deliveries, or maintenance fees.

OTHER LEASE TERMS: Title remains with Item, Inc. at all times during the lease. There exists an option to purchase said equipment at the "fair market value" once the payment schedule is completed by the Renter.

ADDITIONAL PAYMENTS AND NON-RECEIVERSHIP: Should the Renter submit a payment subsequent to the time stipulated for the contractual duration or fail to return the equipment on the designated date, either action will automatically extend the lease at the same rental rate and all of the aforementioned provisions will continue in force and remain equally binding upon lessee.