

GROOVELABS LLC RENTAL / LEASE SERVICE AGREEMENT

Lessor, hereby agrees to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

TITLE AND OWNERSHIP: The equipment leased shall at all times be and remain the sole and exclusive property of Lessor Groovelabs LLC. Lessee shall have only the rights to use the equipment in accordance with the terms of its manufactures and this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking. It is expressly intended and agreed that the equipment shall be personal property to Groovelabs LLC and it's Lessors even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the the expressed written permission of Lessor.

INSPECTION: Lessee acknowledges that prior to rental or installation, has an opportunity in good faith to choose to personally inspect the equipment to find it suitable for the application. Lessee understands its proper use and limits and understands there are no refunds for improper use or miscalculation of application.

REPLACEMENT OF MALFUNCTIONING EQUIPMENT: If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. Lessor will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.

WARRANTIES: Lessor is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

HOLD HARMLESS AGREEMENT: Lessee shall defend, indemnify and hold harmless Lessor its employees, agents, sub contractors and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee, Lessee's employees and agent of Lessee or Lessee sub-contractors. The indemnities included in this exhibit shall include reasonable attorney's fees paid by lessee in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

TIME OF RETURN: Lessee right of possession terminates on the expiration of the rental period and when Groovelabs LLC retains of possession. Extended possession after agreement constitutes a material breach of Lessee's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Lessor's election be mutually agreed upon in writing.

ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT: The lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

RETURN OF EQUIPMENT: At the termination of this agreement, Lessee shall return all equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not returned complete. If Lessor has agreed to deliver the equipment to Lessee or to pick up the equipment from Lessee. Lessee shall be responsible for all losses or damage to the equipment from time of delivery to Lessee and until picked up by Lessor.

INSPECTION BY LESSOR: Lessor shall at all times have the right to enter any premises where the equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premise.

PERMITS AND LICENSES: Lessee shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.

DELIVERY/PICK UP: Delivery is made to closest point a truck can safely park. Extra charges will result in deliveries to Parking Fees, upstairs delivery, elevator use or any point where extra time is involved.

DAMAGED OR MISSING EQUIPMENT: Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. It is the lessee's responsibility to keep equipment safe and secure from access from authorized persons while in possession, by means of staffing or any security methods at lessee's own expense. Rental equipment damaged beyond repair will be paid for by Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor, or at the Lessor's option by others.

THEFT OF EQUIPMENT: The Lessee agrees to pay for equipment at replacement cost when rented for all types of theft or mysterious disappearance.

COLLECTION COSTS: The Lessee agrees to pay all reasonable collection attorney's and court fees and other expenses involved in the collection of charges or enforcement of the Lessor's rights under this contract.

WEATHER RELATED RISKS. Lessee assumes all weather related risks involved in holding an outdoor event. Lessor will endeavor to minimize said risk, however, should the equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall be liable for payment in full of all charges.

PREPARATION OF SITE: Lessee agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Lessor's work crew. All non-leased equipment and decorations shall be cleared and taken from site.

ELECTRIC POWER: Lessee is responsible for proper power and agrees to furnish Lessor access to, and the right to use.

LEASE AGREEMENT TERMS AND CONDITIONS: Lessor, hereby agrees to Lessee the equipment described on the face of this agreement or in attached schedules, estimates or invoices in accordance with the agreement and signatures on said documents or deposits, payments, or deliveries constitutes agreement and acceptance of said terms and conditions.