



**Tix, Inc.**  
**Equipment Rental Agreement**

**LESSOR**

Tix, Inc.  
718 W Anaheim St.  
Long Beach, CA 90813  
(800) 504-4849

**LESSEE**

**Full Legal Name of Lessee:**  
Susan Cohan Colon Cancer Foundation

**Billing Address:**

**Billing City/State/ZIP:**

**Phone Number:**  
(     )

**SHIPPING INFORMATION**

**Ship To Name:**

**Ship To Address:**

**Ship To City/State/ZIP:**

**Email Address:**

**RENTAL PERIOD**

**Rental Begin Date:**

**Rental End Date:**

**EQUIPMENT**

QTY.	MODEL NUMBER	EQUIPMENT DESCRIPTION/SERIAL NUMBER	REPLACEMENT COST (ea.)
2		iPhone 4s/ Linea Pro 4 Cradle	\$750.00
2		iPhone Charging Cable	\$50.00

**RATES\***

Weekly Rental Price:	\$150.00 each
Monthly Rental Price:	\$0.00 each
Setup Fee:	\$0.00 each
Support Fee:	\$0.00 each



## **Equipment Rental Agreement** **(Cont.)**

**\*An invoice will be emailed to you at the email address provided above. Shipping fees will be noted on the invoice. Please note: Rental equipment will not be shipped until payment has been received.**

### **TERMS AND CONDITIONS**

**TERM** - The term of this lease is for not more than   1   weeks and commences on the date an authorized employee of lessor executes and signs this lease. The term ends on the earliest of either the expiration of the number of weeks in the initial term after the rent commencement date, or when the equipment is received by Lessor. Should Lessee fail to return the equipment within weeks, the rental fees collected shall be applied to the purchase price and the equipment shall become the property of the Lessee.

**RENT** - Lessee shall pay the rent payments shown above, the first of which shall be due on the commencement date of this lease, and subsequent payments shall be due each week thereafter on a billing date established by lessor. Rent payments shall be due whether or not lessee has received any notice that such payments are due. No more than 2 weekly rentals will be charged during each calendar month.

**INDEMNITY** - Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

**TAXES** - Lessee shall reimburse lessor for (or pay directly if instructed by lessor) all charges and taxes (local, state, and federal) that may now or hereafter be imposed or levied on the sale, purchase, ownership, leasing, or use of the equipment.

**LOSS OR DAMAGE** - Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation under this agreement in the event of loss or damage. Should the equipment become subject to loss or damage, Lessee, agrees to remit to Lessor the full purchase price of the equipment listed above less any amounts paid as rent for said equipment.

**ASSIGNABILITY** - Without lessor's prior written consent, lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, 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.

Lessor may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee and lessor's assignee or secured party may then assign this lease or the security agreement without notice to lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of lessor under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defense counterclaim or offset lessee may have against lessor. In spite of any such assignment, lessor warrants that lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors, and assigns of lessor and lessee.

**MAINTENANCE** - Lessee, at lessee's expense, shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without lessor's prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment and there shall be no abatement of lease payments on account of any such theft, destruction, or disrepair.

**SURRENDER** - On expiration of the lease term or on demand by lessor pursuant to the Default and Remedies section below, lessee, at lessee's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to such place or on board such carrier, packed for shipping, as lessor may specify.

**TITLE; PERSONAL PROPERTY** - The equipment is, and shall at all times remain, property of lessor, and lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the equipment of any kind or nature made by lessee shall become component parts of the equipment, and title shall immediately vest in lessor and be governed by the terms of this lease.



## **Equipment Rental Agreement** **(Cont.)**

**DEFAULT AND REMEDIES** - Lessee shall be in default under this lease if lessee shall:

- (1). Fail to pay any rent, the payments on any other lease or indebtedness of lessee to lessor arising independently of this lease, or other amount required in this lease within 10 days after the rent becomes due and payable;
- (2). Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease;
- (3). Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against lessee (including a petition for reorganization or an arrangement); or
- (4). Commit or fail to commit any act that results in jeopardizing the rights of lessor or causes lessor to deem itself insecure as to its rights.

If lessee is in default under this lease, lessor, with or without notice to lessee, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies:

- (1). Elect that the rental payments due be accelerated and the entire amount of rental be due immediately;
- (2). Terminate this lease;
- (3). Enter on lessee's premises and without any court order or other process of law repossess and remove the equipment, whether with or without notice to lessee; any such repossession shall not constitute a termination of this lease unless lessor so notifies lessee in writing, and lessor shall have the right, at its option, to lease the equipment to any other person or persons on such terms and conditions as lessor shall determine; or
- (4). Sell the equipment to the highest bidder at public or private sale, at which sale lessor may be the purchaser.

In the event either sub-sections (3) or (4) are exercised, there shall be due from lessee, and lessee will immediately pay to lessor, the difference between the purchase price listed above, and the total amount of rentals to be received from any third person or the purchase price at such sale, as the case may be, plus all costs and expenses of lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling the equipment.

**NOTICES AND DEMANDS** - Service of all notices under this agreement shall be sent by United States registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

**FILING** - Lessee, on request, agrees to execute any instrument necessary to the filing and recording of this lease agreement or the equipment. Lessee further appoints lessor its true and lawful attorney to prepare, execute, and sign any and all security agreements, financing statements, or otherwise, in order to effectuate a lien on the property subject to this lease, and to sign the name of lessee with the same force and effect as if signed by lessee, and to file such instruments at the proper location or locations.

**SERVICE CHARGE AND/OR INTEREST** - If any rental installment is not paid within 10 days after its due date, lessee shall pay to lessor a service charge together with any expenses incurred in collecting the late payment. Lessee shall also pay interest on any such late payment from the due date until payment at a rate of the lesser of 1.5% per month or the maximum rate allowed by law.

**TAX CONSEQUENCES** - Lessor assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state, or local taxation authority.

**GOVERNING LAW** - This Agreement is governed by and will be construed in accordance with the laws of the State of California. Any claim brought pursuant to or under this Agreement shall be brought in a court of competent jurisdiction in California.

**WARRANTIES** - Lessor warrants that the equipment will be in good working order as received by the Lessee. Lessor further warrants that equipment will perform as designed throughout the term of the lease. This warranty does not apply if equipment is used by Lessee in any manner not in accordance with the equipment's general use.



## **Equipment Rental Agreement** **(Cont.)**

MISCELLANEOUS - This instrument constitutes the entire agreement between lessor and lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. Any failure of lessor to require strict performance by lessee or any waiver by lessor of any provision of the lease shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

Lessee applies to lessor for a lease of the above-described property for commercial purposes and agrees that this lease is not to be construed as a consumer contract. If lessor accepts by executing the lease below, lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all of the terms and conditions of this lease.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

LESSOR	LESSEE
<b>Name</b> Robert Edmison	<b>Name</b>
<b>Company</b> Tix, Inc.	<b>Company</b>
<b>Date</b>	<b>Date</b>
<b>Signature</b>	<b>Signature</b>