



## **RENTAL AGREEMENT**

This Rental Agreement (the "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between PLASMATREAT USA, Inc. with its principal place of business located at 2541 Technology Drive, Suite 407, Elgin, Illinois 60124 (hereinafter "**LESSOR**"), and \_\_\_\_\_, a \_\_\_\_\_ [state of organization] [type of entity], with its principal place of business located at \_\_\_\_\_ (hereinafter "**LESSEE**"), upon the following terms and conditions:

1. **EQUIPMENT.** LESSOR hereby rents to LESSEE and LESSEE hereby rents from LESSOR all the equipment and other personal property described in Schedule "A" (the "**Equipment**").
2. **RENT AND TERM.** The rent due and the term are set forth in Schedule "B."
3. **USE.** LESSEE will use the Equipment in a careful and proper manner and comply with all laws, ordinances and regulations relating to the installation, possession, use and maintenance of the Equipment. The Equipment will be for the sole use of LESSEE. LESSEE will inspect the Equipment in a commercially reasonable manner promptly upon delivery and will notify LESSOR promptly of any defects. LESSEE will follow all industry standards and operating and service instructions, as provided, applicable to the Equipment. Only employees of LESSEE that are properly trained by LESSEE to use the Equipment shall operate it.
4. **LOCATION.** The Equipment will be kept at the premises of LESSEE located at \_\_\_\_\_ (the "**Premises**") and will be removed from the Premises only with the advance written consent of LESSOR.
5. **ALTERATIONS.** LESSEE will not make any alterations, additions or improvements to the Equipment except with the advance written consent of LESSOR. All additions or improvements made to the Equipment will belong to and become the property of LESSOR upon the expiration or earlier termination of this Agreement.
6. **REPAIRS.** LESSEE will, at LESSEE's sole cost and expense, keep the Equipment in good repair, clean condition and good working order (except that to the extent that LESSOR has warranted the Equipment under this Agreement, LESSOR will provide such spare parts and warranty service as is set forth in paragraph 11). Any repairs including the installation of replacement parts will be performed exclusively by LESSOR or its designees.
7. **LOSS AND DAMAGE.** LESSEE assumes all risk of loss, theft, or destruction of, and damage to, the Equipment from and after the time the Equipment is placed on a truck(s) at LESSOR's facility or warehouse or other shipping point for shipment to LESSEE. LESSOR, upon advance reasonable notice, is entitled at reasonable times to inspect the Equipment or through its designees.
8. **ACCIDENTS.** LESSEE will notify LESSOR of each accident, loss of or damage to or related to the Equipment as soon as possible after any such occurrence, giving in writing any information that LESSOR may reasonably request. LESSEE will promptly advise LESSOR of all claims and demands relating to the Equipment, and will assist in the investigation and defense of all such claims and demands and in the recovery of damages from third persons that are or may be liable for such claims.
9. **LIENS.** LESSEE will keep the Equipment free and clear of all levies, liens, security interests and encumbrances of any nature whatsoever, and will pay all license fees, registration fees, assessments, charges and other costs of any nature whatsoever that may now or after the date of this Agreement be imposed upon the Equipment or the transactions contemplated under this Agreement, including, but not limited to, taxes upon the ownership, leasing, renting, sale, possession or use of the Equipment.

**10. TAXES.** LESSEE will pay any and all taxes (local, state and federal) that may now or hereafter be imposed upon the ownership, leasing, possession or use of the Equipment.

**11. WARRANTIES.** The Equipment is warranted by LESSOR to be free from defects in material and workmanship upon delivery (the "**Warranty**"). If within a period of one (1) year from the date the Equipment is delivered, the Equipment does not conform to the Warranty, and the LESSEE notifies the LESSOR within ten (10) business days in writing of first becoming aware of such non-conformity, PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THE WARRANTY SHALL BE LIMITED TO, AT SELLER'S DISCRETION, THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT, OR PART THEREOF. LESSOR'S WARRANTY HEREUNDER IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED OR ARISING UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL LESSOR AND ITS AFFILIATED AND RELATED COMPANIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DOWN TIME AND LOSS OF PROFITS. THIS WARRANTY SHALL NOT APPLY TO ANY EQUIPMENT OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS, AND TO EQUIPMENT WHICH HAS BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY LESSOR. LESSOR'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY SHALL BE TO REPLACE, REPAIR OR REMOVE, AT ITS DISCRETION, ANY DEFECTIVE EQUIPMENT OR PART THEREOF. IN THE EVENT THE EQUIPMENT IS NOT REPAIRABLE AND LESSOR IS UNABLE TO PROVIDE CONFORMING EQUIPMENT, LESSEE'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REMOVAL OF THE EQUIPMENT AND THE TERMINATION OF THIS RENTAL AGREEMENT.

DURING THE TERM OF THIS WARRANTY, LESSOR WILL PROVIDE STANDARD WARRANTY SERVICE. LESSEE WILL PERFORM REGULAR MAINTENANCE OF THE EQUIPMENT IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY LESSOR. LESSEE SHALL BE RESPONSIBLE FOR ALL REPAIRS ON ACCOUNT OF, AND SHALL HOLD LESSOR HARMLESS FROM DAMAGES CAUSED BY (A) THE FAILURE TO PROVIDE SUCH MAINTENANCE, OR (B) THE MISUSE OR ABUSE OF THE EQUIPMENT. LESSEE AGREES NOT TO ALTER OR CHANGE, IN ANY FASHION, THE EQUIPMENT OR ANY OPTIONAL ACCESSORIES, WITHOUT THE ADVANCE WRITTEN CONSENT OF LESSOR.

**12. INDEMNITY.** LESSEE will indemnify and hold LESSOR harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the installation, possession, use, operation, maintenance or repair of the Equipment by LESSEE.

**13. INSURANCE.** LESSEE will obtain and maintain in full force and effect, at all times during the term hereof, at LESSEE's sole expense, bodily injury and third party property damage insurance with maximum limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS per person, ONE MILLION (\$1,000,000.00) DOLLARS per accident, and property damage insurance for the replacement value of the Equipment. LESSEE will cause LESSOR to be named, to the extent of LESSOR's interest in the Equipment only, as a loss payee under LESSEE's specific or blanket liability insurance policies, not less than the above limits, for and against any liability or loss or injury to or death of any person or persons and for damage to or destruction of property resulting from or arising out of the ownership, use, possession, or operation of the Equipment. LESSEE will maintain fire, extended coverage, vandalism and malicious mischief insurance on the Equipment in an amount not less than the replacement value of the Equipment. LESSEE will maintain the insurance referred to above from the date of commencement of this Agreement until the Equipment has been removed from LESSEE's premises and delivered to LESSOR. Such insurance will be written with insurers and in a form acceptable to LESSOR and will be evidenced by certificates delivered upon request to LESSOR.

**14. DEFAULT.** Time is of the essence. Any delinquent payment of rent or other sums to be paid by LESSEE hereunder will, after seven (7) days from the due date, bear interest until paid at the rate of eighteen

(18%) percent per annum or the highest rate provided by law, whichever is less. The right to collect such interest will be in addition to all other remedies available to LESSOR.

**15. ASSIGNMENT BY LESSEE.** LESSEE will not assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest therein. LESSEE will not sublet or lend the Equipment, or any part of it, or allow the Equipment, or any part of it, to be used by anyone other than LESSEE or LESSEE’s employees, without the advance written consent of LESSOR.

**16. ASSIGNMENT BY LESSOR.** LESSOR may assign this Agreement or grant a security interest in this Agreement or the Equipment, in whole or in part, without advance notice to LESSEE.

**17. OWNERSHIP.**

(a) The Equipment will at all times be and remain the sole and exclusive property of LESSOR, and LESSEE will have no right, title or interest in the Equipment except as expressly set forth in this Agreement. In the event that this Agreement is considered to be a sale or other transfer of any right, title or interest by LESSOR to LESSEE, LESSEE hereby grants to LESSOR and LESSOR hereby retains a continuing purchase money security interest in and to the Equipment to secure payment therefor.

(b) LESSEE hereby authorizes LESSOR to make/undertake such filings and recordations with such governmental offices as LESSOR deems appropriate in order to disclose/evidence/perfect LESSOR’s title to and ownership of the Equipment.

**18. MISCELLANEOUS.**

(a) **Miscellaneous.** This Agreement is the entire agreement between LESSOR and LESSEE relating to the subject matter hereof and supersedes any and all prior agreements, correspondence, quotations and/or understandings in force prior to the date of this Agreement between the parties. Acceptance of this Agreement is limited to the terms, conditions and specifications set forth in this Agreement, and/or Schedules attached to it.

(b) **Governing Law/Jurisdiction.** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH LESSOR IS PRINCIPALLY LOCATED AS PROVIDED IN THE INTRODUCTORY PARAGRAPH TO THIS AGREEMENT, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. LESSEE CONSENTS AT LESSOR’S ELECTION AND WITHOUT LIMITING LESSOR’S RIGHT TO COMMENCE AN ACTION IN ANY OTHER JURISDICTION, TO THE EXCLUSVIE JURISDICTION AND VENUE OF ANY COURT (FEDERAL, STATE OR LOCAL) SITUATED IN THE STATE IN WHICH LESSOR IS PRINCIPALLY LOCATED AS PROVIDED IN THE INTRODUCTORY PARAGRAPH TO THIS AGREEMENT. IN THE EVENT OF ANY DEFAULT BY BAILEE, BAILOR SHALL BE ENTITLED TO RECOVER FROM BAILEE IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT ITS REASONABLE ATTORNEYS’ FEES AND ALL COSTS AND EXPENSES REASONABLY INCURRED IN CONNECTION WITH SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF TO WHICH IT MAY BE ENTITLED.

**LESSOR:**

**PLASMATREAT USA, Inc**

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**[NAME OF LESSEE]**

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**

**EQUIPMENT**

One [list Equipment] \_\_\_\_\_, Serial Number \_\_\_\_\_, together with all auxiliary equipment and accessories attached thereto and/or used in connection therewith.

**SCHEDULE "B"****RENT AND TERM**

1. **WEEKLY RENTAL.** During the term of this Agreement, LESSEE will pay to LESSOR the following weekly rental payments, starting on the day following the delivery of the Equipment and on the same day of each subsequent week:

<u>Rental Period</u>	<u>Weekly Rental Rate</u>
_____ ( ) Weeks	\$ _____ per week

2. **TERM**

(a) The term of this Agreement will commence on \_\_\_\_\_, 201\_\_\_\_, and will continue for \_\_\_\_\_ ( ) months up to and until \_\_\_\_\_, 201\_\_\_\_.

(b) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated by either party for a convenience at any time by providing to the other party 30 days advance notice.

(c) LESSEE will deliver the Equipment to LESSOR promptly upon the expiration or termination of the Agreement. If the Equipment is not as such returned, LESSEE will pay as and for rent an amount equal to two (2) times the Weekly Rental Rate set forth above for each week, or portion thereof, during which LESSEE fails to return the Equipment. All costs incurred in disassembly, removal and transportation of the Equipment to LESSOR will be the sole cost and expense of LESSEE.

3. **DELIVERY.** The Equipment will be delivered to LESSEE's Facility after execution of this Agreement. LESSEE will be responsible for all freight, rigging and other costs and expenses incurred in connection with the delivery of the Equipment to LESSEE. LESSEE will also pay for all freight, rigging and other costs and expenses incurred in connection with the redelivery of the Equipment back to LESSOR.