



MATERIALS RENTAL AGREEMENT

Pro-Cast Materials Order No. _____

This Materials Rental Agreement (the "Agreement") is made effective as of _____, 20__ between Pro-Cast Products, Inc. (the "Company"), located at 27417 E. 3rd Street, Highland, CA 92346, and _____ (the "Customer"), located at _____, agree to the following terms and conditions:

Account Name: _____ Pro-Cast Acct#: _____

Deliver To: _____ Cust. P.O.#: _____

City: _____ State: _____ Zip Code: _____

Job Name: _____ Job Site Contact Name: _____

Date For Delivery: _____ Phone: _____ Fax: _____

If Credit Card: Visa MC AMEX CC#: _____ Exp: _____

Name on CC: _____ Pro-Cast Salesperson: _____ Don Bailey

Customer assumes all risks and liabilities which may result from the use of any materials furnished by Pro-Cast Products, Inc. All freight and placement costs incurred in delivery, placement, and removal of materials shall be at the expense of Customer. Pro-Cast Products, Inc. will not accept any liability or claims for labor, loss of profit, repairs or any other expenses incident to rental.

Material	Type	Condition	Quantity	Rental Rates	
				Monthly	Annually
Krail		Rental			

FUNDS REQUIRED BEFORE DELIVERY. Customer shall pay freight charges for delivery and return, and the first month's rental rate prior to materials being released to Customer. Any amounts refundable to the Customer shall be paid at the time the Rental term is terminated, and an accounting reconciliation is completed.

RENTAL TERM. The Rental Term shall begin on the date of pick up or delivery of Materials, and shall terminate upon return of such, in like condition as when originally rented, to the Company's facility. If the Materials require repair, the Materials will be considered rented until such repairs are complete. The Rental Term will end only when the Materials have been returned to their original rented condition. Minimum Rental term is one month.

OPTION TO PURCHASE. If Customer is not in default upon the expiration of this rental, the Customer shall have the right to purchase the Materials at the cost listed on Page 1 of this Agreement, less credit for one month's rent, and pre-paid pick-up. Upon receipt of payment in-full for purchase, this Rental Agreement shall automatically become null and void and title of such Materials shall pass to customer.

PAYMENT TERMS. The rental payments shall be due on the first of each month. Partial months shall be prorated.

LATE FEE. If any rental payment is not received within 5 days of the due date, Customer shall pay a late fee of 1.5% of amount due. Collection of such Late Fee does not waive the breach of this Agreement by Customer. Customer shall be charged \$250.00 for each check that is returned to the Company for non-sufficient funds.

RISK OF LOSS OR DAMAGE. The Customer assumes all risk of loss or damage to the Materials from any cause, and agrees to return materials to the Company in the condition originally received, with the exception of normal wear and tear. The Company will determine normal wear and tear. All determinations made by the Company are final.

INSURANCE AND INSURANCE CERTIFICATE. The Customer shall insure the Materials for its full replacement value (as stated above) under ALL-RISK POLICY. A copy of the insurance certificate shall be provided to the Company prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as: Pro-Cast Products, Inc. 27417 E. 3rd St, Highland, CA 92346. Failure of the insurance company to honor a claim in no way alleviates the obligation of Customer to compensate Company for the full replacement value of the Materials.

CREDIT REFERENCES. The customer will provide credit references at least seven days prior to the commencement of the Rental period, These references will consist of:

- 1 Bank Reference
- 2 DUNS Number
- 3 Three trade references that have recently extended credit/materials to Customer

CARE AND OPERATION OF MATERIALS. The Materials may only be used in the proper manner and for its intended purpose. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Materials, including registration and/or licensing requirements, if any.

MAINTENANCE AND REPAIR. The Customer may maintain the Materials order. Customer shall pay all costs required to repair the Materials. Such costs shall include labor, material, parts, and similar items.

COMPANY'S RIGHT OF INSPECTION. The Company shall have the right to inspect the Materials during Customer's normal business hours or when appropriate per job-site location.

RETURN OF MATERIALS. At the end of the Rental Period, Customer shall be obligated to deliver to Company or request via written notice, not less than seven (7) days prior to requested date, to have the Materials picked up by the Company at Customer's expense (credit will be provided if such pick-up was pre-paid).

ACCEPTANCE OF MATERIALS. The Customer shall inspect each item of Materials delivered pursuant to this Agreement. The Customer shall immediately notify the Company of any discrepancies between such item of Materials and the description of the Materials listed above. If the Customer fails to provide such notice in writing within 3 days after the delivery of the Materials, the Customer will be conclusively presumed to have accepted the Materials.

OWNERSHIP AND STATUS OF MATERIALS. The Materials will be deemed to be personal property of Company, regardless of the manner in which it may be attached to any other property. Company shall be deemed to have retained title to the Materials at all times, unless the Company transfers title by sale. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the Materials.

WARRANTY. The Company makes no warranties; express or implied, as to the Materials rented. The Customer assumes the responsibility for the condition of the Materials once delivered and accepted.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the Materials if not by Company, during the term of this Rental, is the sole obligation and liability of Customer. Customer shall indemnify and hold the Company harmless from and against all such liability. Customer shall maintain liability insurance of at least \$1,000,000.00 unless waived in writing by the Company.

CASUALTY INSURANCE. The Customer shall insure the Materials in an amount sufficient to cover the replacement cost of the materials.

TAXES AND FEES. During the Rental Term, Customer shall pay all taxes, assessments, and license and registration fees on the Materials, if applicable.

DEFAULT. The occurrence of any of the following shall constitute default under this Agreement:

- A. The failure to make any required payment under this Agreement.
- B. The violation of any other provision or requirement that is not corrected within 3 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of Customer.
- D. The subjection of any of Customer's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

RIGHTS ON DEFAULT. If Customer is in default under this Agreement, without notice to or demand on the Customer, the Company may take possession of the Materials as provided by law. Customer will be responsible for the costs of recovery (including attorney fees and legal costs), repair, and related costs.

PREVAILING PARTY. If Customer breaches this Agreement and Company is forced to pursue collections, repossession, and prosecution of suit, the prevailing party shall be awarded all reasonable costs of such action, including, but not limited to, fees, costs, and attorney fees.

NOTICE. All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address listed in this Agreement.

ASSIGNMENT. The Customer shall not assign or sublet any interest in this Agreement.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

SEVERABILITY. If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

CUSTOMER REPRESENTATION. Customer warrants that the application, statements, trade references, and financial reports submitted to Company are true and correct, and any material misrepresentation will constitute default under this contract.

The undersigned has read, acknowledges, and agrees to the terms and conditions of this Rental Agreement.

COMPANY:

PRO-CAST PRODUCTS, INC.

By: _____

Printed: _____

CUSTOMER:

By: _____

By: _____

Printed: _____

Printed: _____