

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS:** Customer's rental of Equipment is conditional upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Area 51 Power Inc (hereinafter "Area 51") and Customer upon Customer's receipt of Area 51's equipment under those contracts. Any references in Customer's Purchase Order or other Customer document(s) shall be void. "Customer" is identified on the front side and includes any of its representatives, agents, officers or employees and everyone signing the Contract on their behalf. "Equipment" is the equipment and / or services identified on the front side hereof, together with all replacements, repairs, additions, attachments, and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be located at during the Rental Period and is identified on the front side hereof. "Area 51" is Area 51 Power Inc and its affiliated companies, their respective officers, directors, employees and agents.

Customer rents the Equipment from Area 51 pursuant to the Contract. Customer shall pay Area 51 the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Area 51 as required herein and otherwise comply with the Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Area 51 and (b) shall not be affixed to any other property.
2. **PERMITTED USE:** Customer agrees that Area 51 has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits to use said Equipment. Customer warrants that: (a) prior to each use Customer shall inspect the Equipment to confirm that it is in good condition without defects, includes readable decals, operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Area 51 to leave the Equipment at the Site Address without a written receipt; however, the name of any individual receiving said Equipment will be recorded and retained); (c) Customer shall immediately notify Area 51 if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an incident occurs; (d) Customer has received from Area 51 all information needed or requested regarding the operation of the Equipment; (e) Area 51 is not responsible for providing operator or any other individual(s) training unless Customer specifically requests such training in writing and Area 51 agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("Authorized Individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs (prescription or otherwise) or alcohol or otherwise impaired; (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State, and Local laws, permits and licenses, including but not limited to, OSHA, as revised, and (h) the Equipment shall be kept in a secure location. If Equipment is not located in a secure location, adequate security measures will be provided by Client to ensure the safety of said Equipment.
3. **PROHIBITED USE:** Customer shall not (a) alter or over up any decals or insignia on the Equipment or remove any operational or safety instructions; (i) assign its rights under this Contract; (c) move the Equipment from the Site Address without Area 51's explicit consent, written or verbal; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audio / visual or electronic) nor allow the use of the Equipment by an unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
4. **MAINTENANCE:** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance and / or repairs may only be performed by Area 51; however, Area 51 has no responsibility during the Rental Period to inspect or perform maintenance or repairs unless Customer requests a service call. If Area 51 determines that repairs to the Equipment are required, other than ORDINARY WEAR AND TEAR, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Area 51 has the right to enter and inspect the Equipment wherever it is located. Customer has the authority to and hereby grants Area 51 the right to enter the physical location of the Equipment for the purposes set forth herein. Area 51 shall be responsible for repair needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Area 51's breach of this Contract. Notwithstanding Area 51's service commitment, Area 51 shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other Equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.
5. **CUSTOMER LIABILITY:** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION AS WELL AS FULL RESPONSIBILITY FOR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident" is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property claimed by any person or entity that appears to have occurred in connection with the Equipment. After an incident, Customer shall (a) immediately notify Area 51, the police, if necessary, and Customer's insurance carrier(s); (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Area 51 or its agent(s) investigates (c) immediately submit to Area 51 copies of all police or other third party reports, and (d) as applicable, pay Area 51, in addition to other sums due herein, (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost" being when Equipment location is unknown, or Customer is unable to recover for a period of 30 days); (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Area 51 shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.
6. **NO WARRANTIES:** Area 51 does not design or manufacture the Equipment and is not the agent of the party(ies) that do. AREA 51 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION(S), MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST AREA 51. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES AREA 51 FROM ALL LIABILITY AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF AREA 51'S OBLIGATIONS HEREIN.
7. **RELEASE AND INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASE, HOLDS AREA 51 HARMLESS AND AT AREA 51'S REQUEST, DEFENDS AREA 51 (WITH COUNSEL APPROVED BY AREA 51) FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION OR VIOLATION OF LAW OR REGULATION CAUSE BY OR CONNECTED WITH (I) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (II) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **INSURANCE:** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in §7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLSP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, non-owned vehicle endorsement and uninsured / underinsured motorist coverage) in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on a occurrence basis, contain a waiver of subrogation, name Area 51 as an additional insured (including an additional insured endorsement) and loss payee, and provide for Area 51 to receive at least 30 days prior written notice of any cancellation of material change(s). Any insurance that excludes boom damage or overturns is in breach. Customer shall provide Area 51 with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Area 51's request. THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.
9. **RENTAL PROTECTION PLAN ("RPP"):** Customer's repair or replacement responsibility in §§ 4 and 5 is modified by the RPP and Area 51 shall limit the amount Area 51 collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSLP for Equipment stolen, up to a maximum of \$500 per Equipment; (b) 10% of the cost of repairs for incidental or actual damage to Equipment, up to a maximum of \$500 per Equipment; (c) costs in excess of \$50 for the repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Area 51 or, for lost or stolen Equipment provided; however, the foregoing RPP coverage only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO AREA 51 OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.
 - I. **RPP CONDITIONS:** All of the following "Conditions" must be satisfied for the RPP to apply: (a) Customer accepts the RPP in advance of the rental; (b) Customer pays 15% of the gross rental charges as the fee for the RPP; (c) Customer fully complies with the terms of this Contract; (d) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (e) none of the Exclusions apply.
 - II. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (a) due to international misuse; (b) caused by loss or theft of Equipment not reports by Customer to the police within 48 hours of discovery, as substantiated by a written police report (promptly delivered to Area 51); (c) due to Acts of God such as floods, wind, storms or earthquakes; and (d) accessories, which are not being charged the RPP fee. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.
 - III. **RECOVERY OF EQUIPMENT:** Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is later recovered, Area 51 retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to properly return any Equipment that is recovered.
 - IV. **SUBROGATION:** Area 51 shall be subrogated to Customer's right to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Area 51 all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Area 51 whatever documents are required and take all of the necessary steps to secure Area 51 such rights.
10. **RENTAL RATES:** The total charges specified in this Contract are (a) estimated based upon Customer's representation(s) of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift", being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly ad 4-week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, license, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from Area 51's main office; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee, if required; (v) fees for lost keys; (vi) fuel used during the Rental Period; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off-road diesel fuel does not include state motor fuel taxes.
11. **PAYMENT:** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Area 51 approves Customer's executed credit application (credit customers must pay, upon receipt of Area 51's invoice). Customer must notify Area 51 in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice / contract or Customer shall be deemed to have irrevocably waived its rights to dispute such amounts. At Area 51's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits made to Area 51 are non-refundable unless an explicit agreement is made between Area 51 and Customer. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment in the form of a deposit, Customer authorizes Area 51 to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extensions of the Rental Period.
12. **RENTAL CANCELLATION POLICY:** Due to the fact that all of Equipment is by reservation only, and your requested Equipment is removed from our available Equipment List, making it unavailable for other clients, we are forced to charge a Cancellation Fee to compensate for the time the Equipment is not available as follows:
 - (a) **Day of Event:** 100% of the total invoice.
 - (b) **Less than 72 hours Notice Up To Day of Event:** 50% of the total rental invoice (**SPECIAL ORDERS ARE EXCLUDED – SEE BELOW**)
 - (c) **Greater than 72 hours Notice:** No fee will be charged. (**SPECIAL ORDERS ARE EXCLUDED – SEE BELOW**).
 - (d) **SPECIAL ORDER ITEMS:** 100% of the total rental invoice. Special order items include but are not limited to: carpet, fabric, custom stages, set design, etc. **NO EXCEPTIONS WILL BE MADE TO SPECIAL ORDERED ITEMS. PAYMENT IN FULL IS REQUIRED FOR SPECIAL ORDER ITEMS. IF ANY MANUFACTURING IS REQUIRED FOR SPECIAL ORDER ITEMS, THE BUILD WILL NOT COMMENCE UNTIL THE ORDER IS PAID IN FULL.**
- 12(a). **RENTALS CANCELLED DUE TO WEATHER: RAIN DATE POLICY (EXCEPT STAGES AND TRUSSING)**

RAIN DATE TERMS
"Rain Date" is defined as an alternative date set aside for use if a scheduled event must be postponed due to rain.
 - (i) Your Rain Date MUST take place within three (3) months of the original cancelled date. Anything beyond three (3) months will result in possible additional charges being applied.
 - (ii) Cancellation due to acts of God (illness, death, weather, etc.) will be charged only **actual costs incurred** by Area 51 if the Job is rescheduled within three (3)

months (aka Rain Date). If Job is not rescheduled, a service charge of 25% of the Job total or the actual costs incurred by Area 51 plus 25% of the Job total will be charged if Area 51 incurred travel and / or delivery charges.

- (iii) **WE DO NOT PROVIDE REFUNDS** for rain date cancellations. You have the opportunity to reschedule your event; however, if you choose not to do so, it is the same as cancelling your event SAME DAY and, as such, our SAME DAY Cancellation Policy is applied.

SECTION 12(a)(ii) OF THIS RAIN DATE POLICY DOES NOT APPLY TO RENTALS IN WHICH THE CUSTOMER IS PICKING UP FROM OUR LOCATION INSOFAR AS TRAVEL AND / OR DELIVERY CHARGES ARE CONCERNED.

12(b). RAIN DATE TERMS – STAGES (MOBILE & PORTABLE) & TRUSSING

(i) There is an additional 25% Restocking Fee if your order is cancelled within 48 hours of your rental. Our stages and trussing items are large and bulky, and many times pulled 2-3 days before a rental to ensure everything is tested and safe for use for your event. Some stages also get a fresh coat of paint, depending on event type. Our mobile truck stages begin incurring costs as soon as they leave our warehouse. This takes time out from our other duties to perform, and as such, a restocking fee must and will be charged.

(ii) Same day cancellations due to Acts of God (illness, death, weather, etc.) will be charged **only actual costs incurred** by Area 51 if the Job is rescheduled within three (3) months (aka Rain Date). If Job is not rescheduled, a service charge of 25% of the Job total or the actual costs incurred by Area 51 plus 25% of the Job total will be charged if Area 51 incurred travel and / or delivery charges.

(iii) **WE DO NOT PROVIDE REFUNDS FOR RAIN DATE CANCELLATIONS.** You have the opportunity to reschedule your event; however, if you choose not to do so, it is the same as cancelling your event SAME DAY and, as such, our SAME DAY Cancellation Policy is applied.

13. **RETURN OF EQUIPMENT:** The "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to Area 51 during normal business hours provided Customer has otherwise complied with this Contract. Area 51 may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Area 51 in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials or contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Area 51 confirms that the Equipment is returned in the condition required herein. If Area 51 delivered the Equipment to Customer, Customer shall notify Area 51 that the Equipment is ready to be picked up at the Site Address. Saturday and Sunday Pick Ups must be scheduled with Area 51 as soon as the Customer is aware of the estimated completion time of its work. Deliveries and / or Pick Ups that are to be made After Hours, on holidays and / or Saturday and Sunday, if applicable, are subject to additional charges at the discretion of Area 51.

14. **DEFAULT:** Customer shall be in default if Customer: (a) fails to pay when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding or goes into receivership; (d) places the Equipment at risk if Area 51, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Area 51's demand; or (f) is in default under any other contract with Area 51. If a Customer default occurs, Area 51 shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Area 51's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Area 51 shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST AREA 51 FOR SUCH REPOSSESSION.**

15. **ENVIRONMENTAL FEE:** To promote a clean and sustainable environment, Area 51 takes various measures to comply with Federal and State environmental regulations, as well as with Area 51's own policies. Area 51 also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Area 51 charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Area 51 collects as revenue and uses at its discretion.

16. **LIMITATION OF AREA 51'S LIABILITY:** IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT AREA 51'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM AREA 51'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY PASSIVE OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

17. **WAIVER OF JURY TRIAL:** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

18. **COMPLIANCE WITH IMPORT AND EXPORT LAWS:** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and / or operation of the Equipment outside the U.S., Customer must (a) notify Area 51 prior to taking such action; (b) execute an amendment to this Contract, which amendment is incorporated herein, and (c) obtain Area 51's prior consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for (i) determining whether and, obtaining, if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (ii) obtaining any required documentation necessary for return of the Equipment; and (iii) ensuring no unauthorized transfer or diversions of the Equipment occur. Refer to www.bis.doc.gov for more information.

19. **MISCELLANEOUS:** If this Contract identifies any Equipment that is to be purchased by Customer, Area 51 sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Area 51 of the full purchase price of the Equipment. Area 51 retains title to the Equipment until Customer had paid in full. This Contract, together with any customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by when amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract including any related tort claims shall be governed by the Laws of the State of California, without regard to any conflicts of law principles; and (b) if any provision of this Contract is prohibited by any law, such provision shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Area 51's lenders) who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Area 51 to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.