



**Master Lease Agreement # _____
for Hire of Rental Equipment**

Date: _____

Advanced Geodetic Surveys, Inc. ("Lessor"), hereby rents to:

effective on the date this agreement is accepted by Lessee and upon the terms and condition herein contained, the described equipment, which remains the property of the Lessor, at the rental rates set forth. Rental payments are to be made at Lessor's address as shown. Applicable sales tax will be an addition to rental rates of Lessee. Lessee also agrees to pay delivery and pick-up charges and for cleaning, repair, or replacement if necessary.

Acceptance Date and Termination Except As May Be Stated Herein Rent shall begin and lessee's acceptance shall be on the date the lessor ships said equipment to lessee and charged through the date the equipment is received at lessor's address unless otherwise stated in Schedule A of said Agreement

Warranty of Condition - Lessor warrants equipment to be in good working order when delivered. By acceptance of delivery of the equipment, lessee agrees that the equipment is in good working order, repair, condition and appearance and in all respects is satisfactory to lessee. Any malfunction should be immediately reported for repair or replacement or equipment rental rates will continue to accrue.

Legal Title - Legal title will remain with the lessor during the terms of this agreement. Lessee will keep the equipment free of all liens, levies and encumbrances.

Indemnity - Lessee does hereby agree to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, losses, damages.

Default - If at any time Lessee fails to make payment hereunder when due, or violates any other terms of this agreement, Lessee shall be in default. If Lessee is in default, Lessor may take possession of the equipment, with or without legal action and without notice to or consent of the lessee, and for that purpose may enter upon any premises owned or leased by lessee without liability for any damages occasioned thereby. Lessee shall be responsible for all expenses of lessor in such taking of the equipment.

Loss or Damage - Lessee hereby assumes and shall bear the entire risk of loss, theft, damage to or destruction of the equipment, during the entire term of the lease. All equipment lost or damaged beyond repair shall be paid for by the Lessee at the value stated on the contract. All repairable, damaged equipment must be repaired only by the Lessor and the cost of such repairs shall be paid for by the Lessee.

Insurance - Lessee shall, during the term hereof and until return of the equipment, provide, maintain and pay for insurance against loss or theft of or damage to the equipment to include transit, for the full replacement value thereof, as determined by Lessor, naming Lessor as a loss payee. Lessee shall deliver the certificate of insurance relating to the equipment to Lessor at the time of signing of this agreement.

Payment Policy - All accounts are due net 30 days from date of invoice unless otherwise stated. If Lessee fails to pay an installment of rent or any other sum to be paid by Lessee within ten (10) days after the due date therefore, Lessee shall pay a late charge equal to 18% per annum, or 1.5% per month and or attorney's fees to collect such.

Miscellaneous - If assignment or legal action is necessary to enforce this agreement and if lessor recover any amount in its favor, lessee shall pay all of lessor's collection fees, attorney fees and cost and expenses, regardless of whether necessary to the successful result. This agreement shall be interpreted according to the laws of the State of Texas.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their respective hands.

LESSOR: Advanced Geodetic Surveys, Inc. _____

Name _____

Signature _____

Title _____ Date _____

LESSEE: _____

Name _____

Signature _____

Title _____ Date _____