

# Event Radio Rentals

(division of Two Way Radio of Carolina, Inc.)

Customer: \_\_\_\_\_

Date: \_\_\_\_\_ Contract #: \_\_\_\_\_

## EVENT RADIO RENTALS TERMS AND CONDITIONS

1. **RENTAL / ORDERING EQUIPMENT.** Event Radio Rentals, a division of Two Way Radio of Carolina, Inc. ("Event Rentals") hereby agrees to rent to Customer and Customer hereby agrees to rent from Event Rentals, the Equipment described on the Inventory and Liability Control Sheet, or on any attached schedule (hereinafter, with all replacements, additions, and accessories, referred to as the "Equipment").
2. **WARRANTY / LIMITATIONS OF LIABILITY.** If the Equipment does not perform according to the manufacturer's written specifications, Customer will receive either a replacement the following business day or a refund of rental payment made for specific non-performing pieces of Equipment, reflecting the period of time the Equipment does not perform to specifications. Any such refund shall be issued only after the Customer's sole and exclusive remedy for any action on inaction of Event Rentals hereunder regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise.

**THE WARRANTIES IN THIS Event RENTALS' RENTAL CONTRACT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Event RENTALS AND ITS SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF ITS OBLIGATIONS ARISING HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY DAMAGE CAUSED BY STHE NORMAL INSTALLATION OR REMOVAL OF THE EQUIPMENT, OR FOR ANY ITERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF PROFITS OF LOSS OF BUSINESS, WHETHER SUFFERED BY CUSTOMER OR ANY THIRD PARTY.**

3. **TERM.** The "Rental Period" of the Event Rentals' Rental Contract shall be the period of time between the Contract Start Date and the Contract End Date, as indicated on the attached Rental Agreement, Rental Extension or Rental Modification Sheet(s). Event Rentals reserves the right to require a minimum Rental Period. If Customer wishes to retain the Equipment beyond the Contract End Date shown on the Term Sheet, customer shall contact Event Rentals and Event Rentals, at its option, may agree, in writing to a term extension. If Customer retains the Equipment beyond the original term without prior approval by Event Rentals, this Event Rentals Rental Contract will automatically renew for one (1) calendar week. If after two (2) automatic renewals of one (1) week each Customer does not return the Equipment, Event Rentals will invoice Customer for the Net User Price of the Equipment. Customer shall immediately pay the amount shown on the Term Sheet for any renewal periods or on the invoice for the Net User Price of any Equipment not returned within the aforementioned three (3) auto renewals. Any term extensions shall be governed by the Event Rentals' Rental, including these Event Rentals' Rental Terms and Conditions. No credit shall be granted for units returned earlier than the Contract End Date.
4. **PAYMENT TERMS.** Unless otherwise specified by Event Rentals in writing, Event Rentals will issue an Invoice for the total amount shown on the Rental Contract upon execution of the Event Rentals' Rental Contract, Rental Extension or Rental Modification and Customer shall immediately pay the invoice on or before the start of the rental period. A twenty-five percent (25%) down payment is required to hold the rental date(s) when the Rental Contract is signed, executed and returned. Event Rentals reserves the right to require a security deposit on a case by case basis. In such cases, the security deposit will be refunded to Customer upon fulfillment of Customer's obligations under the Event Rentals' Rental Contract. Whenever any payment is not made by Customer when due hereunder, Customer agrees to pay to Event Rentals, no later than 15 days thereafter, a service charge of an amount calculated at the rate of one and one-half (1.5%) percent per month each delayed payment, or the maximum permitted by law. Such amount shall be in addition to any of the remedies available to Event Rentals at law or under this Contract. If Customer's internal processes require the issuance of a purchase order prior to payment of an invoice from Event Rentals, on every purchase order Customer will include language substantially similar to the following:

"Pursuant to Section 9 of the Event Rentals' Rental Contract, [Customer Name] agrees to pay Event Rentals the New User Price of Equipment if such Equipment is stolen, lost, damaged, or destroyed and this purchase order shall constitute the purchase order for purposes of paying any such invoices from Event Rentals. Therefore, this purchase order has been submitted for 20% above the total Event Rentals' Rental contract price."

5. **SHIPMENT.** The customer will pay the cost of shipment to and from the Customer locations by agreed upon ship method. Customer shall return Equipment in its original packaging, using the original packing material, and following any other packing instruction provided by Event Rentals. Customer is responsible for any damage to Equipment caused by inappropriate packaging.

6. **TITLE.** Event Rentals shall at all times retain title to the Equipment. Customer shall at all times keep the Equipment free from any legal process or encumbrance whatsoever and shall give Event Rentals immediate written notice thereof and shall indemnify Event Rentals from any loss caused thereby.
7. **CARE AND USE OF THE EQUIPMENT.** Customer shall: (i) maintain the Equipment in good operating condition and appearance; (ii) protect Equipment from damage, abuse or deterioration, other than normal wear and tear; and (iii) use the Equipment only in the regular course of Customer's business within its normal capacity. Upon return of the Equipment, Customer will be issued an invoice for any required repair, replacement, or cleaning of the Equipment and Customer shall pay such invoice within fifteen (15) days of receipt. Customer is strictly prohibited from making any modification, alteration, marking or addition (i.e. stickers) to the Equipment without the prior written consent of Event Rentals. Notwithstanding, all modifications, alterations or additions to the Equipment shall immediately become property of Event Rentals.
8. **APPLICABLE LAWS.** Customer shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the Equipment, including but not limited to FCC regulations. Customer will obtain, at its own expense, any applicable FCC licenses required for use of the Equipment. Customer will not ship Equipment outside of the United States without the prior written approval of Event Rentals. If Event Rentals approves shipment of Equipment outside of the United States, Customer shall comply with all applicable import and export rules and regulations and be responsible for any customs procedures associated with such shipment.
9. **RISK OF LOSS.** Customer shall bear the entire risk of loss, theft, damage or destruction to the Equipment from every cause whatsoever during the entire term of the Event Rentals' Rental Contract or until the Equipment is returned to the location specified by Event Rentals. Notwithstanding, Event Rentals will bear the risk of loss during shipment within the United States, provided that such loss is not expense, except to the extent Event Rentals receives any proceeds from insurance, shall pay Event Rentals the then current Motorola Inc. Net User Price for the Equipment. Any loss, theft, damage or destruction to the Equipment shall not relieve Customer from any obligation under this Agreement Contract including, but not limited to, the obligation to make payments of rent.
10. **NET CONTRACT / TAXES.** Customer intends the rental payments hereunder to be net to Event Rentals, and Customer shall pay all sales, use, excise, and ad valorem taxes, license and registration fees, assessments, fines, penalties, and similar charges imposed on the possession or use of the Equipment or the rental payment therefore during the term of this Event Rentals' Rental Contract; and shall reimburse Event Rentals upon demand for any taxed paid by or advanced by Event Rentals. Event Rentals shall file all personal property tax returns with respect to the Equipment. Customer shall bear any export and/or import fees, costs, or duties when Equipment is shipped outside of the United States.
11. **INDEMNITY.** Customer shall and does hereby agree to indemnify and hold Event Rentals, its agents, successors, and assigns harmless from any and all liability, damages or loss, including reasonable attorneys' fees arising out of the ownership, selection, possession, rental, operation, use, condition (including but not limited to latent and other defects, whether or not discoverable by Customer), maintenance and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination or expiration of this Contract.
12. **DEFAULT / REMEDIES.** If a) Customer fails to pay any rental or any other payment for thirty (30) days beyond payment due date; or b) Customer breaches any term, covenant or condition of this Contract and fails to cure such breach within thirty (30) days of receipt of notice from Event Rentals; or c) a petition is filed by or against Customer under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, then to the extent permitted by applicable law, Event Rentals may, as applicable and at its option, (i) enter Customer's premises during normal business hours for the sole purpose of retrieving the Equipment from Customer's premises; (ii) demand and recover from Customer all rents and other charges due and owing until the Equipment is recovered by Event Rentals; or (iii) demand and recover the Event Rentals New User Price for Equipment in accordance with Section 3. Customer's rights to use the Equipment shall terminate immediately upon recovery of the Equipment. Customer shall also pay to Event Rentals all expenses incurred by Event Rentals in connection with the enforcement of any of Event Rental's remedies, including, but not limited to all expenses of repossession of the Equipment and Event Rental's reasonable attorneys' fees. All remedies of Event Rentals hereunder are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Event Rentals to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of the Contract. In the event the Event Rentals Rental Contract is determined to be a security agreement, Event Rental's recovery shall in no event exceed the maximum permitted by law.
13. **CANCELLATION.** Customer understands and acknowledges that Event Rentals is required to make certain adjustments to its inventory in order to have such inventory available for rent by Customer. If Customer cancels the Contract within ten (10) business days or less of the scheduled ship or deliver date, Customer will pay a cancellation fee of twenty-five percent (25%) of the total Contract amount. If the Contract is cancelled by Customer after shipment of the Equipment, Customer will pay round trip shipment charges and the lesser of rental charges for fourteen (14) business days or the total rental charges for the Rental Period. Notwithstanding, Customer will pay a cancellation fee of twenty-five percent (25%) of the total Contract amount for cancellation of a Contract for rental of NEXTEL phones within ten (10) business days or less of the scheduled ship or delivery date. If Customer cancels a Contract for rental of NEXTEL phones after shipment, Customer will pay the round trip shipment charges and the lesser of rental charges for fourteen (14) business days or the total rental charges for the Rental Period. Event Rentals will issue an invoice to Customer for any such cancellation fees.
14. **OPTIONS AT EXPIRATION.** Upon expiration of the Rental Period of this Event Rentals; Rental Contract, Customer shall return the Equipment to Event Rentals, at an address designated by Event Rentals, in good working order and condition,

normal wear and tear excepted. If Customer returns the Equipment in damaged condition, Customer shall pay to Event Rentals, pursuant to paragraph 7, for such damage.

15. **DISPUTE RESOLUTION.** Event Rentals and Customer will attempt to settle any claim of controversy arising from this Event Rentals' Rental Contract through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective relationship managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen by Event Rentals within thirty (30) days after notice by one of the parties demanding non-binding mediation. Event Rentals will not unreasonably withhold any claim that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above shall then be submitted by either party to a court of competent jurisdiction. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors. Unless otherwise agreed, performance by the parties under this Contract shall not be suspended during the pending of any dispute unless the parties otherwise agree.
16. **MISCELLANEOUS.** The Event Rentals' Rental Contract shall be binding when accepted in writing by Event Rentals and shall be governed by the laws of the State of North Carolina. Event Rentals and Customer intend the Event Rentals' Rental Contract to be a valid and subsisting legal instrument, and agree that if any provision of the Contract is deemed unenforceable it shall in no way invalidate any other provision or provisions of the Contract, all of which shall remain in full force and effect. The Event Rentals Rental Contract shall be binding upon the parties, their successors, legal representatives and assigns. Service of all notices under the Contract shall be sufficient if given personally or mailed to the party involved at the respective address shown on the Term Sheet.
17. **ENTIRE AGREEMENT; CHANGES.** The Rental Contract, Rental Extension, Rental Modification, the Inventory and Liability Control Sheet, the Event Rentals Rental Terms and Conditions, and any other attached schedule that has been agreed upon by the parties, comprise the Event Rentals' Rental Contract and is the entire agreement between Event Rentals and Customer. The Event Rentals Rental Contract may not be altered, amended, modified, terminated or otherwise changed except in writing by an authorized representative or Event Rentals and a representative of Customer.