



1542 Brookstone Ln.
Sugar Land, TX 77479
214.935.3800 Main Office



All info MUST be filled in to submit form

Contact Name: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

Job Name: _____ PO#: _____

Rental Period Dates: _____

Rental Agreement

TERMS AND CONDITIONS

By your signature, you, the Customer (as defined below) agree and acknowledge that Customer has read, understands, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement (as defined below), which also consists of any optional products purchased by Customer in connection with this rental and the Order form (as defined below) hereof for the Rental Period (as defined below) whether or not subsequent agreements are executed by Customer or if Production Zone LLC/Media 2-Way Radio assigns a new agreement number during the Rental Period for the purpose of invoicing Customer.

1. DEFINITIONS. "Rental Agreement" means this Online Rental Agreement, including the Reservation Details. "PZ/Media 2-Way" means Production Zone LLC and/or dba Media 2-Way Radio, from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified in the Order Form and any accessories, attachments or other similar items delivered to Customer. "Customer" means the person or entity identified as such in the Order Form or any representative, agent, officer or employee of Customer. "Rental Period" means the period of time between the date "From" and date "To," set forth in the Order Form, except that the Rental Period may extend or terminate earlier as provided in Sections 17 and 22 hereof. Order details means the Equipment, Rental Period, Delivery Information, Payment Information and other information.

2. AUTHORITY TO SIGN. Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on behalf of the Customer.

3. INDEMNITY / HOLD HARMLESS. To the fullest extent permitted by law, customer agrees to indemnify, defend and hold PZ/Media 2-Way, and any of its respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries, harmless from and against any and all liability, claims, loss, damage or costs (including, but not limited to, attorneys' fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury, or damages relating to wrongful death) arising out of or related to the operation, use, possession or rental of the equipment. This indemnity provision also applies to any claims asserted against PZ/Media 2-Way based upon strict or product liability causes of action. However, customer shall not be obligated to indemnify PZ/Media 2-Way for that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of PZ/Media 2-Way. In furtherance of, but not in limitation of the indemnity provisions in this agreement, customer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory or constitutional limitation of liability or immunity customer enjoys from suits by its own employees. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract.

4. INSPECTION OF EQUIPMENT. Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair, and is suitable for Customer's needs. Customer further acknowledges that PZ/MEDIA 2-WAY acts ONLY as a broker for any vehicle rental that PZ/Media 2-Way Radio may procure or invoice to Customer. Customer acknowledges that PZ/Media 2-Way does not own any of the vehicles that Customer may rent and ONLY acts only as an agent to provide "service" to Customer. Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, operator manuals, and tabulated data for each item of Equipment.

5. LIMITATION OF LIABILITY. In no event shall (i) PZ/Media 2-Way be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, PZ/Media 2-Way's failure to deliver the Equipment as required hereunder, or PZ/Media 2-Way's failure to repair or replace non-working Equipment or (ii) PZ/Media 2-Way be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is received by Customer until the Equipment is returned to PZ/Media 2-Way and Customer will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. USE OF EQUIPMENT. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily, to immediately notify PZ/Media 2-Way when Equipment needs repair or maintenance and to cease using the Equipment. Customer acknowledges that PZ/Media 2-Way has no responsibility to inspect the Equipment while it is in Customer's possession. PZ/Media 2-Way shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

7. DISCLAIMER OF WARRANTIES. PZ/MEDIA 2-WAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, PZ/MEDIA 2-WAY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

8. MALFUNCTIONING EQUIPMENT. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify PZ/Media 2-Way. If such condition is the result of normal operation, PZ/Media 2-Way will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. PZ/Media 2-Way has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to PZ/Media 2-Way within 24 hours from the time of defect in order to terminate rental charges.

9. RETURN OF EQUIPMENT /DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to PZ/Media 2-Way during PZ/Media 2-Way's regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that PZ/Media 2-Way has agreed to pick up the Equipment from Customer, Customer shall notify PZ/Media 2-Way in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation in writing from PZ/Media 2-Way. PZ/Media 2-Way shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leave PZ/Media 2-Way until the Equipment is (a) returned to PZ/Media 2-Way, including any damage during transit to or from Customer; or (b) picked up by

PZ/Media 2-Way after issuance of an "off rent written confirmation. In the case of the loss or destruction of any Equipment, or inability or failure to return same to PZ/Media 2-Way for any reason whatsoever, Customer will pay PZ/Media 2-Way the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay PZ/Media 2-Way the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. PZ/Media 2-Way shall be under no obligation to commence repair work until Customer has paid to PZ/Media 2-Way the estimated cost therefor. Customer agrees that PZ/Media 2-Way reserves the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost equipment.

10. REFUELING SERVICE CHARGE, REASONABLE WEAR AND TEAR. Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned full of fuel. The exact cost of the Refueling Service Charge may vary depending on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a fuel tank at the same fuel level as when Customer received it. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis (as defined in Section 12 below). The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

11. LATE RETURN. Customer agrees that if the Equipment is not returned by the end of the Rental Period, PZ/Media 2-Way, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified in the Order Form, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that PZ/Media 2-Way reserves the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of equipment.

12. RENTAL PERIOD/CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the PZ/Media 2-Way location and end when the Equipment is returned to PZ/Media 2-Way. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges, environmental charges or other miscellaneous charges. In the event that PZ/Media 2-Way has agreed to pick up the Equipment from Customer, Customer shall notify PZ/Media 2-Way in writing that the Equipment is "off rent" and obtain an "off rent" written confirmation from PZ/Media 2-Way, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays unless Customer has received written confirmation otherwise.

13. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit required shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by PZ/Media 2-Way as a result of the breach.

14. PAYMENT. All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to PZ/Media 2-Way's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and PZ/Media 2-Way agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Customer agrees that PZ/Media 2-Way reserves the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges.

15. TITLE / NO PURCHASE OPTION / NO LIENS. This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with PZ/Media 2-Way. Unless covered by a specific supplemental agreement signed by PZ/Media 2-Way has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. DEFAULT. Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should PZ/Media 2-Way anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, PZ/Media 2-Way may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause PZ/Media 2-Way employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by PZ/Media 2-Way in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

17. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) commercial auto liability insurance with at least a per occurrence limit of \$1 million; (b) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate; and (c) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by PZ/Media 2-Way. PZ/Media 2-Way shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against PZ/Media 2-Way or its insurers by the Customer and its insurers, as well as a waiver of subrogation against PZ/Media 2-Way or its insurers. The policies required hereunder shall provide that PZ/Media 2-Way must receive not less than 90 days' notice prior to any cancellation.

18. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of PZ/Media 2-Way, and any such action by Customer, without PZ/Media 2-Way's written consent, shall be void. PZ/Media 2-Way may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

19. ENTIRE AGREEMENT / ONLY AGREEMENT. The Rental Agreement, including the Order Form, represents the entire agreement between Customer and PZ/Media 2-Way with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of PZ/Media 2-Way's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both



AFTER HOURS FEES

PZ/M2W Office Hours: 8AM-5PM, Monday-Friday

Production Zone/Media 2-Way Radio is excited to be a part of your event! Because we understand your varying schedule, we are committed to providing you with exceptional service. Should you need to rent, return, or supplement an order beyond our office hours, we will provide you these services for an After Hours Fee. Please see our rates below.

\$125: 0-1 hour (time begins at PZ/M2W personnel arrival to office at confirmed meeting time)
\$75 per additional hour

Production Zone/Media 2-Way Radio

214.935.3800

PZ/Media 2-Way and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by PZ/Media 2-Way. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Rental Agreement.

20. ORDER OF PRECEDENCE. The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.

21. OTHER PROVISIONS.

A. Any failure of PZ/Media 2-Way to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of PZ/Media 2-Way's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against PZ/Media 2-Way as the drafter of this Rental Agreement.

B. Any failure of PZ/Media 2-Way to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of PZ/Media 2-Way's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against PZ/Media 2-Way as the drafter of this Rental Agreement.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. Customer consents to the collection, use, and disclosure of his or her personal identification and financial information as described herein. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the rental agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with PZ/Media 2-Way, and for PZ/Media 2-Way to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties that support PZ/Media 2-Way's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

E. The federal and state courts in the county in the county where PZ/Media 2-Way is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on PZ/Media 2-Way all correspondence shall be sent to the registered agent and the registered office address that is on file with the Secretary of State for PZ/Media 2-Way. PZ/Media 2-Way shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

F. Class Action Waiver. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue PZ/Media 2-Way as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against PZ/Media 2-Way. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

G. PZ/Media 2-Way shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of PZ/Media 2-Way (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government or (iii) as otherwise set forth in this Rental Agreement.

H. For matters arising from this Agreement, Customer authorizes PZ/Media 2-Way to verify and obtain through credit agencies or other sources Customer's credit and insurance information.

I. In the event the terms contained in this Rental Agreement conflict with any terms of any preexisting written agreement signed by authorized representatives of the Customer and PZ/Media 2-Way (the "Written Agreement"), the terms of the Written Agreement shall supersede the terms of this Rental Agreement.

J. CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

22. OPTIONAL RENTAL PROTECTION PLAN.

A. The optional "In-House Coverage" is an optional product that modifies certain terms of this Rental Agreement. THIS SECTION 23 IS ONLY APPLICABLE PROVIDED YOU HAVE ELECTED TO "ACCEPT" THE RENTAL PROTECTION PLAN.

B. NOTICE:

"IN-HOUSE COVERAGE" IS NOT AN ACTUAL INSURANCE POLICY. IT IS AVAILABLE TO DIRECT COMMERCIAL CUSTOMERS ONLY IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM PZ/MEDIA 2-WAY.

FOR AN ADDITIONAL CHARGE, IN HOUSE COVERAGE OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE RENTAL EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS SECTION CAREFULLY BEFORE SIGNING.

C. TERMS AND CONDITIONS. In return for payment of the fee set forth in the Rental Agreement, PZ/Media 2-Way agrees to limit its rights under Sections 9 and 18 thereof as follows:

- DAMAGE WAIVER.** Subject to the conditions set forth herein, PZ/Media 2-Way waives its right to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$1,000 plus applicable state and local taxes, from losses arising from theft of or direct physical damage to the Equipment.
- EXCLUSIONS.** PZ/Media 2-Way will not waive a claim for loss or damage in the use of the Equipment; or resulting from intentional abuse of the Equipment. Such losses shall remain subject to Section 9 above.
- FEES.** Customer shall pay a fee equal to 15% of the charges under the Rental Agreement in exchange for participation In House Coverage as set forth in this Section.

Rev. 09/2022

***By my signature below I agree to all terms and conditions in the Rental Agreement.**

Printed Name of Authorized Company Representative: _____	
Signature: _____	Date: _____