Rental Agreement

TWO-WAY RADIO RENTALS SINCE 2002

CONTACT NAME	PHONE	EMAIL

COMPANY NAME	COMPANY ADDRESS

JOB NAME	PO #	RENTAL PERIOD DATES

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 includes any optional products purchased by Customer in connection with this rental and the Order Form (as defined below) for the Rental Period (as defined below), whether or not subsequent agreements are executed by Customer or Media 2-Way Radio assigns a new agreement number during the Rental Period for the purpose of invoicing Customer.

1. DEFINITIONS. "Rental Agreement" means these Terms and Conditions together with the Order Form and any optional products purchased by Customer. "Media 2-Way" means Media 2-Way Radio, from whom 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, including radios, batteries, chargers, cases, speaker microphones, headsets, surveillance units and earpieces. "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 rental start date and the rental end date set forth in the Order Form, except that the Rental Period may extend or terminate earlier as provided in Sections 16 and 21(F) hereof. "Order Form" means the online or printed order form for this rental, including the Equipment, Rental Period, delivery information, payment information and other order details.

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 Customer.

3. INDEMNITY / HOLD HARMLESS. To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold Media 2-Way, and any of its respective officers, agents, servants, employees, 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 Media 2-Way based upon strict or product liability causes of action. However, Customer shall not be obligated to indemnify Media 2-Way for that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of Media 2-Way. In furtherance of, but not in limitation of, the indemnity provisions in this Rental 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 this Rental Agreement.

4. INSPECTION OF EQUIPMENT. Customer acknowledges that Customer will inspect the Equipment upon receipt, 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 acknowledges that Customer is familiar with the proper operation and use of each item of Equipment, and that, prior to using the Equipment, Customer will obtain and read all instructions and safety information provided for each item of Equipment.

5. LIMITATION OF LIABILITY. In no event shall (i) 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, Media 2-Way's failure to deliver the Equipment as required hereunder, or Media 2-Way's failure to repair or replace non-working Equipment, or (ii) 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 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) if the person 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 the rules of the Federal Communications Commission (FCC), which may apply to the use of the Equipment. Customer shall not reprogram, change the frequencies or channels of, open, modify or attempt to repair the Equipment. Customer agrees to keep the Equipment clean, dry and protected from damage, to immediately notify Media 2-Way when Equipment needs repair, and to cease using that Equipment. Customer acknowledges that Media 2-Way has no responsibility to inspect the Equipment while it is in Customer's possession. 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. 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, MEDIA 2-WAY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

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8. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Media 2-Way. If such condition is the result of normal operation, Media 2-Way will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. 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 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 Media 2-Way during Media 2-Way's service hours (Monday–Friday, 9 am–5 pm CST), at the scheduled return time, such Equipment to be in the same condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. Customer pickups and returns are by appointment. Deliveries, pick ups and returns outside service hours are subject to the After Hours Fees on the last page of this Rental Agreement. In the event that Media 2-Way has agreed to pick up the Equipment from Customer, Customer shall notify Media 2-Way in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation in writing from Media 2-Way. 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 damage to or loss of the Equipment from the time the Equipment leaves Media 2-Way until the Equipment is (a) returned to Media 2-Way, including any damage during transit to or from Customer; or (b) picked up by Media 2-Way after issuance of an "off rent" written confirmation. In the case of the loss or destruction of any Equipment, including batteries, chargers, cases, speaker microphones, headsets, surveillance units and earpieces, or the inability or failure to return same to Media 2-Way for any reason whatsoever, Customer will pay 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 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. Media 2-Way shall be under no obligation to commence repair work until Customer has paid to Media 2-Way the estimated cost therefor. For hygiene reasons, used earbuds (the tips of earpieces) may be discarded upon return; earbuds that are missing or damaged will be charged at replacement cost. Customer agrees that 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. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use during the Rental Period. The following shall not be deemed reasonable wear and tear: (a) damage resulting from exposure to water, moisture, dirt, sand, extreme heat or other harsh conditions without reasonable protection; (b) damage resulting from dropping, crushing, impact or improper operation of the Equipment; (c) damage resulting from the use of batteries, chargers or accessories not supplied by Media 2-Way; (d) cracks, dents, bending, tearing, staining or corrosion, broken antennas, knobs, clips or connectors, or missing parts; (e) damage resulting from any attempt to open, repair, modify or reprogram the Equipment; 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, 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 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 are calculated on the Rental Period shown on the Order Form. Delivery or customer pick up on the day before the Rental Period begins, and return or pick up on the day after the Rental Period ends, are not charged as rental days. Rental charges do not include any applicable taxes, the cost of delivery and pick up of the Equipment, after-hours fees or other miscellaneous charges. In the event that Media 2-Way has agreed to pick up the Equipment from Customer, Customer shall notify Media 2-Way in writing that the Equipment is "off rent" and obtain an "off rent" written confirmation from 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 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 Media 2-Way's business operations and that it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and 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 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 Media 2-Way. Unless covered by a specific supplemental agreement signed by Media 2-Way, Customer 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 fail to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should Media 2-Way anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, 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 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, retaking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Media 2-Way in retaking

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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. Unless Customer has elected In-House Coverage under Section 22 hereof, Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 form, or its current equivalent) with limits of insurance not less than $1 million per occurrence and $2 million in the aggregate; and (b) property insurance for the full replacement cost of the Equipment (which may be stated as miscellaneous rented equipment, production package, producers package, entertainment package, equipment floater, or business personal property), including coverage for all risks of loss or damage to the Equipment at all locations, including unnamed locations, and in transit. 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 Media 2-Way. Media 2-Way shall be named as an additional insured for liability insurance and as loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Media 2-Way or its insurers by Customer and its insurers, as well as a waiver of subrogation against Media 2-Way or its insurers. The policies required hereunder shall provide that Media 2-Way must receive not less than 30 days' notice prior to any cancellation. Before the Equipment leaves Media 2-Way, Customer shall provide either a current, valid certificate of insurance showing the required coverage or proof that Customer has elected In-House Coverage under Section 22 hereof.

18. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Media 2-Way, and any such action by Customer without Media 2-Way's written consent shall be void. 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. This Rental Agreement, including the Order Form, represents the entire agreement between Customer and 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 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 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 from or inconsistent with the terms contained herein are hereby rejected by 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 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 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 Media 2-Way as the drafter of this Rental Agreement.

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

C. 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 this Rental Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Media 2-Way, and for 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 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 Media 2-Way discloses it to them.

D. This Rental Agreement shall be governed by the laws of the State of Texas. The state and federal courts located in Fort Bend County, Texas 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 Media 2-Way, all correspondence shall be sent to the registered agent and the registered office address on file with the Texas Secretary of State for Media 2-Way. 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.

E. 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 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 Media 2-Way. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

F. 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 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.

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SERVICE HOURS

Monday–Friday, 9 am–5 pm CST

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 service hours, we will provide these services for an After Hours Fee. Please see our rates below.

AFTER HOURS RATES

$125.00	First hour (0–1 hour). Time begins at the confirmed meeting time for the delivery, pickup or return.
$75.00	Each additional hour.

Media 2-Way Radio

Questions or to schedule after-hours service, call 214.935.3801 or email info@media2wayradio.com.

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

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

I. 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.

J. Cancellation. Customer may cancel an order in writing (email is acceptable) before the Equipment leaves Media 2-Way without rental charges; any delivery or after-hours charges already incurred remain due. Once the Equipment has left Media 2-Way, rental charges apply for the full Rental Period, including if the Equipment is returned early.

K. Severability. If any provision of this Rental Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect.

L. Electronic Signatures. This Rental Agreement may be signed electronically, and an electronic, scanned or emailed copy of a signed Rental Agreement shall be as binding as an original.

22. OPTIONAL RENTAL PROTECTION PLAN (IN-HOUSE COVERAGE).

A. The optional "In-House Coverage" is an optional product that modifies certain terms of this Rental Agreement. THIS SECTION 22 IS ONLY APPLICABLE PROVIDED YOU HAVE ELECTED TO "ACCEPT" THE RENTAL PROTECTION PLAN BY SELECTING IN-HOUSE WALKIE INSURANCE AND/OR IN-HOUSE ACCESSORY INSURANCE ON THE ORDER FORM.

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 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 below, Media 2-Way agrees to limit its rights under Section 9 hereof as follows:

- **DAMAGE WAIVER.** Subject to the conditions set forth herein, Media 2-Way waives its right to collect amounts from Customer exceeding the lesser of 10% of the replacement value of the Equipment, 10% of the cost of repairs, or $1,000, plus applicable state and local taxes, for losses arising from theft of or direct physical damage to the covered Equipment.
- **EXCLUSIONS.** Media 2-Way will not waive a claim for loss or damage resulting from intentional abuse, misuse or neglect of the Equipment, or from use of the Equipment by anyone other than Customer or Customer's authorized personnel. Such losses shall remain subject to Section 9 above.
- **FEE.** Customer shall pay $3.00 per radio per day (In-House Walkie Insurance) and $1.00 per headset or surveillance unit per day (In-House Accessory Insurance), as shown on the Order Form, in exchange for participation in In-House Coverage as set forth in this Section. In-House Coverage applies only to the Equipment for which the fee has been paid.

Rev. 10/2026

By my signature below, I agree to all terms and conditions in this Rental Agreement.

PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

SIGNATURE

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