

## ***GLOW-SQUAD EQUIPMENT RENTAL AGREEMENT***

This Equipment Rental Agreement (this "Agreement") is entered into as of as set forth on the equipment rental invoice (the "Effective Date"), by and between **GLOW-SQUAD**, a California company (the "Company"), and

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agreeing to enter the rental agreement (the "Customer"). Company and Customer are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

WHEREAS, Customer desires to rent the "Equipment" from Company in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### **TERMS**

**RENTAL EQUIPMENT.** The Company hereby agrees to rent to Customer certain audio and audiovisual Equipment as set forth (a) in the invoice sent by Company to Customer (the "Invoice") and (ii) in the rental Equipment breakdown list in Exhibit A, annexed hereto and made a part hereof (the "Equipment").

**RENTAL PRICE.** Customer shall pay Company a total payment that is outlined on the invoice provided by GLOW-SQUAD for the rental of the Equipment for the Term as set forth in the invoice and any lost or damaged equipment as outlined in Exhibit A, annexed hereto and made a part hereof (the "Fee").

**SECURITY DEPOSIT.** Customer agrees that Company may charge Customer a refundable security deposit, depending on the type and quantity of Equipment and as set forth in Exhibit B, annexed hereto and made a part hereof (the "Security Deposit"). In the event Company charges Customer a Security Deposit, Company shall return such Security Deposit to Customer within five (5) business days from Customer's return of the Equipment. Notwithstanding the foregoing, Company may, in its discretion, apply the whole Security Deposit, or any portion thereof, against any damages to the Equipment that are sustained during Customer's possession of the Equipment. The Parties agree that any Security Deposit set forth under Exhibit B, if any, shall not bear interest during Company's possession of the Security Deposit. Company shall advise Customer of any withholding of any portion of the Security Deposit prior to any such withholding.

**NON-SUFFICIENT FUNDS.** Customer agrees that Company may charge Customer two hundred and fifty dollars (\$250.00) for each check that is returned to Company for lack of sufficient funds.

**RISK OF LOSS OR DAMAGE.** The Customer hereby (a) assumes all risks of loss or damage to the Equipment, regardless of cause, and (b) agrees to return the Equipment to the Company in the condition that Customer received the Equipment from the Company, excepting any "ordinary wear and tear". Customer agrees that Company or Company's appointed agent shall be have sole discretion in determining the scope of such "ordinary wear and tear". Customer further agrees that any determinations by Company or Company's agent of the scope of ordinary wear and tear shall be final.

**RENTAL TERM.** This Agreement shall commence on the Effective Date and shall terminate upon Customer's return of the Equipment in fully working condition to Company's possession (the "Term"). Customer agrees that Company may terminate this Agreement for any reason prior to the expiration of the Term. In the event of Company's termination of this Agreement, Company reserves the right to maintain and take possession of the rental. If the termination is acted by the Customer more than 48 hours prior to delivery/shipment, all but the 20% non-refundable charge will be refunded. No refunds are provided for cancellations or rescheduling of dates within 48 hours of event date.

**CARE AND OPERATION OF EQUIPMENT.** Customer agrees to use the Equipment in a careful and proper manner. Customer further agrees to only use the Equipment its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any.

**MAINTENANCE, REPAIR.** Customer and/or Customer's clients shall maintain the Equipment in good operating condition, allowing for reasonable wear and tear.

**BRANDING.** Customer shall not place any stickers, tape or other adhesive materials on the headphones unless applied by the Company. An additional charge of \$3.50 per headphone if Customer and/or Customer's clients fail to adhere to these terms.

**COMPANY'S RIGHT OF INSPECTION.** Company shall have the right to inspect the Equipment at any time during Customer's normal business hours.

**RETURN OF EQUIPMENT.** At the end of the rental period, the Customer shall return/ship the Equipment to Company at Customer's expense, unless otherwise outlined on the invoice. Equipment must be returned/shipped back within one (1) business day after Customer's scheduled event (Shipping labels are provided as necessary). If Customer does not return the Equipment in such time period, Company shall charge Customer a late fee of one hundred dollars (\$100) plus an additional late fee of two dollars (\$2) per headset per day that Customer fails to ship/return to Company on time.

**ACCEPTANCE OF EQUIPMENT.** In the event that Customer rents the Equipment and does not simultaneously hire a member of Company's staff to oversee such rental of the Equipment, Customer shall inspect each item of Equipment delivered by Company pursuant to this Agreement. Customer shall immediately notify Company of any discrepancies between any received item(s) of Equipment and the description of the Equipment set forth in the invoice. If Customer fails to provide such notice in writing within two (2) calendar days after Company's delivery of the Equipment to Customer or before the event date, Customer be conclusively presumed to have accepted the Equipment as specified in the invoice.

**FAILURE TO PERFORM.** In the event that Customer rents the Equipment and does not simultaneously hire a member of Company's staff to oversee such rental of the Equipment, and Customer discovers a defect in the Equipment after Customer's initial acceptance of the Equipment, Customer shall repair and correct any such defect at its sole expense. Company shall not be liable for any defect in Equipment for any reason and such Equipment shall remain on rental unless a dispensation is granted in writing by Company to waive the Fee for the period of non-performance. Company will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

**NON-COMPETE.** The Customer specifically agrees that for a period of 1 year after the Customer rents the equipment, the Customer will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Customer in any business which distributes or sells products or provides services similar to those distributed, sold, or provided by the Company at any time during the rental. Damages will include but not limited to the full rental cost plus punitive damages.

## **REPRESENTATIONS AND WARRANTIES.**

1. Customer represents and warrants that:

- a. Any and all information including, but not limited to, applications, statements, trade references, and financial reports, submitted to Company are true and accurate. Customer recognizes and agrees that any material misrepresentation contained within such information shall constitute default under this Agreement; and
- b. Customer shall only use the Equipment for lawful purposes.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** In the event that either (a) Customer returns any of the Equipment damaged, or (b) loses any of the Equipment, Company shall have the option of requiring Customer to repair the Equipment to a state of good working order, or replace the Equipment with like Equipment in good repair, which such new Equipment shall become the property of the Company and be subject to the terms of this Agreement and outlined in Exhibit A

## **LIABILITY AND INDEMNITY.**

1. Liability. Customer agrees to assume all liability for injury, disability, and death of any persons and any injury to property to the extent arising from or caused by the Customer's operating, handling, or transporting of the Equipment during the Term of this Agreement. Company shall be not be liable for any indirect, incidental, special or consequential damages of any kind, including (without limitation) injury to persons or property, lost business, lost savings, lost data, and lost or anticipated profits, business interruption, loss of business information, or any other pecuniary loss regardless of the cause and arising out of or related to this Agreement, except as a result of willful misconduct, gross negligence, illegal actions on the part of the Company.

2. Indemnification. Customer agrees to fully indemnify, defend and hold harmless Company and all of Company's affiliates and subsidiaries, directors, officers, agents, representatives and employees against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, made against Company arising, whether directly or indirectly, out of Customer's failure to adhere to the provisions of this Agreement. Customer further hereby indemnifies Company and all of Company's affiliates and subsidiaries, directors, officers, agents, representatives and employees for any and all claims filed against Customer by any third party. In the event

Company must defend any third party action arising from Customer's use of the Equipment, Customer Consultant shall be obligated to promptly reimburse Company for all reasonable expenses resulting from, or in connection with such action.

**RIGHTS ON DEFAULT.** In the event that Customer defaults on any of the Terms set forth in this Agreement, Company may, without notice to Customer, (a) take possession of the Equipment as provided by law, and (b) deduct any such costs of recovering the Equipment, including, but not limited to attorney fees and legal costs, repair, and related costs from the Security Deposit, and hold the Customer responsible for any deficiency. Company shall be obligated to re-rent the Equipment, or otherwise mitigate any such damages from Customer's default only as required by law.

**NOTICE.** All notices required or permitted under this rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this rental.

**ASSIGNMENT.** Customer shall not assign any interest in or any responsibilities set forth in this Agreement or the Equipment, or permit the Equipment to be used by anyone other than the Customer or Customer's employees without Company's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the Parties. All previous representations and undertakings, whether oral or written, have been merged herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be amended or discharged, nor may any provision be waived, except by an agreement in writing signed by both Parties.

**SEVERABILITY.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

## EXHIBIT A

### Equipment

Items below are in affect if not specifically outlined otherwise on the client invoice.

<b>Equipment</b>	<b>Lost/Unusable</b>	<b>Damaged</b>
Headset	\$65	\$46
Charger Port	\$30	\$15
Transmitter	\$100	\$63
Transmitter Power Cable	\$40	\$20

## EXHIBIT B

### Security Deposit

Items below are in affect if not specifically outlined otherwise on the client invoice.

<b>Equipment</b>	<b>Security Deposit</b>
Headsets: 25 - 99	\$250
Headsets: 100 - 299	\$350
Headsets: 300 - 499	\$450
Headsets: 500+	\$550
Audio/Visual Devices	Additional \$100

I have read and accept the terms and agreement as set forth by the GLOW-SQUAD Rental Agreement above.

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*Signature*

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*Title*

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*Print Name*

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*Date*

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## CREDIT CARD AUTHORIZATION FORM

This Credit Card Authorization Form grants GLOW-SQUAD the authority to charge the rental fee and shall be governed by the terms of, and incorporated by reference into, the Equipment Rental Agreement between GLOW-SQUAD and the “Customer”, dated as outlined on the invoice (the “Agreement”). All capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Equipment Rental Agreement. Other than as specifically described in this Credit Card Authorization Form, the terms and conditions of Customer’s payment of the Fee to Company under this Credit Card Authorization Form shall be governed by the terms of the Equipment Rental Agreement.

**RENTAL PRICE.** 20% of the Fee will be charged up front to secure your rental and the remaining balance of the Rental Price will be charged five (5) calendar days prior to our delivery/shipment of the equipment.

A security deposit will be charged upfront and refunded within five (5) business days of Company’s receipt of the returned Equipment according to the terms of the Agreement. A full refund will be applied unless there is missing, damaged or charges for late returns.

### **CREDIT CARD**

**Full Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**CC #:** \_\_\_\_\_

**Expire Date:** \_\_\_\_\_ **CSC** \_\_\_\_\_ **Billing Zip** \_\_\_\_\_

**Quote (#####):** \_\_\_\_\_ **Billing Cycle (Option):** \_\_\_\_\_

### **ATTACH DOCUMENTS:**

1) PHOTO ID

2) Do you have a Corporate Tax ID or Reseller’s ID?

YES: xx-xxxxxx (corporations only)

x NO: Upload a utility bill with your address

3) Are you a nonprofit?

YES: Upload 501c3 document

NO