



Booking Your Event

You have received an Event Contract in addition to this PDF document.
To easily book your event please fill out and sign each of the required
booking forms and return to our office.

1 Event Contract

2 Service Agreement

3 Credit Card
Authorization/
Deposit

Once we receive all three booking documents and receive your 50% deposit – your event is booked.

For other payment options please call 1.888.283.2001

Email: Sales@LexiconUSA.com

SERVICE AGREEMENT

This Contract ("Agreement") is made and effective this (date) _____, by and between LexiconUSA ("LEXICON") and ("Hirer") _____. LEXICON desires to provide to Hirer, and Hirer desires to hire from LEXICON certain equipment, interpretation services, recording and translation services, and technical support (the "Goods") as indicated on **Itemized Event Contract No.** _____ (the "Contract").

THE FOLLOWING ARE THE STANDARD TERMS AND CONDITIONS TO BE APPLIED TO ALL EQUIPMENT AND SERVICES SPECIFIED IN THE CONTRACT

1. LOCATION. Location is described in the above-referenced Contract.

2. PRICE. Subject to cancellation provision contained herein, Hirer shall pay LEXICON the sum as indicated on the Contract (the "Hire Price"). HIRER shall make a fifty percent (50%) payment upon booking event and balance payment of the Hire Price in full by first day of the event. No event is booked without deposit. Additional charges will become payable for any additional equipment or labor that may be required due to any delays, expanding program needs, additional time or unforeseen needs that arise once the job has begun. Hirer is responsible for all meals, travel, accommodations and incidentals of interpreters and technicians.

3. NO TRANSFER OF TITLE. Title to and ownership of the Goods remains with LEXICON, even when Goods are in the possession and use of Hirer. The equipment is and shall remain the property of the LEXICON, and the Hirer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. This Agreement is not intended to affect a sale of the above-described property or to secure a purchase thereof.

4. REQUIREMENTS. Hirer will provide LEXICON with a balanced "Line" feed of the entire audio presentation. Hirer will provide a riser no less than eight feet (wide) by six feet for each booth, one six foot by 30-inch table with two chairs for each booth and one, three or six foot table for monitoring equipment. Hirer will provide a 15-20Amp 110VAC electrical outlet/drop. Hirer will have location room available at least three hours prior to start of function for setup and testing of equipment. More time will be needed for events requiring more than two LB200 booth set ups or fully encapsulated booths.

4a. PREPARATION MATERIALS. When LEXICON is to provide interpreters, Hirer will provide LEXICON with copies of all speeches, presentations, Powerpoint slides, handouts, glossaries, agenda, and company literature relating to event for interpreters to prepare for event and to familiarize themselves with subject, vocabulary, terminology, and general intent of event. All information must be provided at least fifteen (15) days in advance of event. In the case that event is booked with less than fifteen (15) days in advance of event, Hirer will provide said information as promptly as possible. Failure to provide timely preparation materials may affect quality of interpretation.

5. USE/INSPECTION. Hirer shall use the equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations relating to the possession, use, or maintenance of the equipment. Without LEXICON's prior written consent, Hirer will not lend the equipment or any part thereof, or allow it to be used by other than by the Hirer's meeting attendees or employees. LEXICON shall have the right to enter the premises where the equipment is located for the purposes of inspecting the same or

observing its use. If Hirer rents equipment without engaging a LEXICON audio technician, LEXICON agrees to deliver equipment at least one business day in advance, time permitting, and Hirer agrees to cause the equipment to be connected, tested and verified prior to the event; further, Hirer agrees to report to LEXICON if its audio technician experiences connectivity or operational issues, and LEXICON agrees to provide tech support. Hirer's decision to forego use of the equipment for any reason does not extinguish its obligations to pay the Contract price.

6. LOSS & DAMAGE: STIPULATED VALUE. Hirer hereby assumes the entire risk of loss and damages to the equipment from any and every cause whatsoever. In the event of loss or damage to any item of equipment, Hirer agrees to pay the following stipulated values as replacement charges, including all shipping and transportation relating to the replacement equipment, in accordance with the schedule set forth below: An itemized invoice showing the actual cost of replacement equipment will be provided, and Hirer will be required to reimburse LEXICON within five (5) business days of loss.

REPLACEMENT VALUES (\$USD)

Body-Pack Transmitter	\$985	Tabletop Booth	\$5,000
Emitters (IR Only)	\$5,000	Transmitters (IR)	\$7,500
FM Receivers	\$300	Transmitters (RF)	\$1,500
Headset Microphone	\$300	Wireless Microphone	\$2,500
Headphones	\$25	Digi-Wave Receiver	\$500

6a. LATE FEES. Should any lost equipment be recovered after the event, Hirer shall be responsible for packaging and shipping the equipment to LEXICON at its expense. Upon receipt of the equipment in an undamaged condition, LEXICON will reverse the replacement invoice and issue a new invoice charging for late return only. If Hirer has not paid the replacement invoice before the equipment is recovered and returned, LEXICON will reverse the replacement invoice and charge *per diem* late fees which can exceed the replacement values specified above. Late return charges are calculated at the *per diem* rate for the equipment (as rental times the number of days between the event and the return dates).

7. CANCELLATION POLICY. Cancellation fees for canceling of contract before first day of service are as follows: Within 0-5 business days, 100% of contract amount plus any actual costs incurred (*i.e.*, freight, shipping, travel, hotels, etc.); Within 6-10 business days, 50% of contract amount plus any actual costs incurred; Within 11-12 business days, 25% of contract amount plus any actual costs incurred; and Over 12 business days, 10% of contract price or \$250 (whichever is greater), plus any actual costs incurred.

SERVICE AGREEMENT

8. NON-WARRANTY. LEXICON makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the merchantability or fitness of this equipment for any purpose other than that specified in the Contract. LEXICON specifically does not warranty equipment functionality if the event involves self-installation. Event conditions which prevent satisfactory operation of the equipment do not relieve Hirer of his responsibility to pay and return equipment to LEXICON in as good condition as it was at the effective date of the lease, natural wear from a responsible use excepted.

9. INDEMNITY. Hirer shall indemnify LEXICON against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, the manufacture, rental, possession, use or operation thereof.

10. SECURITY. As security for the payment of the services and/or rental in the performance of all provisions hereof, Hirer has placed a credit card on file with LEXICON and authorizes all charges incurred under this Service Agreement to be charged against the credit card on file, including stipulated replacement values, shipping and transportation costs, and any late charges.

11. NON-WAIVER. No covenant or condition hereof can be waived except by written consent of LEXICON. Forbearance by LEXICON in any regard shall not constitute a waiver of the covenants or conditions to be performed by Hirer.

LexiconUSA

By: _____
Signature

Title

12. GOVERNING LAW. This Agreement shall be construed and enforced according to laws of the State of California. Hirer agrees to submit to the jurisdiction of the Superior Courts of the State of California, San Diego County.

13. HEADINGS. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. FINAL AGREEMENT. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

15. ENFORCEMENT OF AGREEMENT. In the event that LEXICON must initiate collection efforts to recover outstanding fees due and owing under the Contract and/or this Agreement, Hirer understands and agrees that it will be liable for all attorneys' fees, court costs, statutory interest from the date of default, and any other expenses should LEXICON prevail in its collection efforts.

16. SEVERABILITY. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written

HIRER:

By: _____
Signature

Title

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CREDIT CARD AUTHORIZATION FORM

American Express® Card Number (15 Digits)

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Visa®, Discover®, MasterCard® Card Numbers (16 Digits)

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Expiration Date

3 or 4-Digit Card Verification Number

Initial Amount

\$

Enter your Invoice/Contract number here >>

Card Holder - First Name

Middle Initial

Last Name

--	--	--

Card Billing Address

City

State

Card Billing Zip Code

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Card Holder Phone Number

Card Holder Email

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A 3.5% order processing fee will be charged when paying with a credit card. To avoid processing fee, call your representative today.

By signing below, I hereby authorize LexiconUSA, a subsidiary of Xyfer Group Inc., to charge my credit card the indicated amount above and any and all subsequent additional charges, late fees and replacement value charges for lost, stolen, late return or damaged equipment regarding to above mentioned **Contract/Invoice** number. I further authorize this card to be used for deposit payment and final balance payments.

Charges will appear as "XYFER GROUP, Inc." on your statement.

Authorized Signature



Email to: Sales@LexiconUSA.com

