



Booking Your Rental

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

1 Rental Contract

2 Service Agreement

3 Credit Card Authorization/
Deposit

Once we receive all three booking documents and receive your 50% deposit – your rental is booked.
Balance is due prior to shipping.

For other payment options please call 1.888.283.2001

Email: sales@LexiconUSA.com

RENTAL 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 and technical support (the "Goods") as indicated

on Itemized Rental Contract No. _____ (the "Contract").

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

1. **DETAILS.** As indicated on Contract Number listed above.

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 payment of the Hire Price in full prior to shipping the GOODS. A deposit equal to fifty percent (50%) of the Hire Price will be paid immediately upon booking of rental. Additional charges are payable for any additional equipment or labor that may be required due to any unforeseen delays or timing issues, or the expansion of the event program requiring additional equipment.

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. **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 day in advance, 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 access to Tech Support. Hirer's decision to forego use of the equipment for any reason does not extinguish its obligations to pay the Contract price.

5. **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 of replacement equipment will be provided, and Hirer will reimburse LEXICON within five (5) business days of loss.

6. **LATE FEES.** Late return charges are calculated at the *per diem* rate for the equipment as rental times the number of days between the last day of event and the return dates. Should any lost equipment be recovered after the event, Hirer shall be responsible for packaging and shipping the equipment to LEXICON at its expense. Return packaging of equipment should be done in such a manner as to assure no damage in transit, and the package should be insured for the maximum replacement values referenced below. Upon receipt of the equipment in an undamaged condition, LEXICON will issue a new invoice charging for late return only and credit any sums paid on the replacement invoice against the late fees charged. 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 below.

REPLACEMENT VALUES (\$=USD)

Body-Pack Transmitter	\$985	Tabletop Booths	\$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

7. **CANCELLATION POLICY.** Cancellation fees for canceling of contract before first day of the event are as follows: Within 0-5 business days, a restocking charge of 50% of all equipment charges, plus any actual costs incurred (*i.e.*, freight, shipping, travel, hotel, etc.); Within 6-10 business days, 35% of the Hire Price, plus any actual costs incurred; Within 11-12 business days, 25% of the Hire Price, plus any actual costs incurred; and Over 12 business days, 10% of the Hire Price or \$250 (whichever is greater), plus any actual costs incurred.

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 of the equipment.

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 Rental 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.

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.

LexiconUSA

By _____
Signature Date

Its _____
Title

HIRER

By _____
Signature Date

Its _____
Title

THIS PART LEFT BLANK



CREDIT CARD AUTHORIZATION FORM

American Express® Card Number (15 Digits)

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Card Billing Address

City

State

Card Billing Zip Code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Card Holder Phone Number

Card Holder Email

<input type="text"/>	<input type="text"/>
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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

