

EQUIPMENT RENTAL AGREEMENT

OWNER: LANTANA COMMUNICATIONS	RENTER:
Address: 1700 Tech Centre Parkway, Suite 100 Arlington, Texas 76014	Address:
Tel: 800-345-04211	Tel:
Fax: 817-606-3383	Fax:
www.lantanacom.com	

Place of Use: _____
 Renter Contact: _____
 Phone: _____
 Email: _____

Rental Term: From: _____ To: _____

Rental Rate: \$ _____ [] MONTH [] YEAR

Payment Term: Monthly in advance of use

Equipment Rented: See SCHEDULE 1, "EQUIPMENTS RENTED", ATTACHED HERETO

TERMS AND CONDITIONS

1. **Equipment Delivery/Return.** The rented equipments ("Equipment or Equipments") will be delivered to RENTER at the RENTER's risk, cost and expense. The RENTER pays for all shipping costs and expenses to return the Equipments to OWNER during or at the end of the rental term. The Equipments must be returned in their original boxes. Failure to return the Equipments in their original boxes could lead to additional charges for re-boxing. If the Equipments are not returned within five (5) business days of the end of the rental term, then the rental charges shall continue on a full term basis for any additional term, or portion thereof, until the Equipments are returned. If the RENTER decides to purchase any of the Equipments rather than rent from OWNER, at any time during the term, or at the end of the term, then RENTER will notify OWNER of its intent to purchase and will pay the OWNER the manufacture's list price for the Equipments.
2. **Replacement Costs.** The RENTER will keep the rented equipments ("Equipment or Equipments") in a good state of repair, normal wear and tear excepted. The RENTER agrees to pay the OWNER the compensation for replacement of Equipment at manufacture's list price and/or repair of any Equipment which is not returned because it is lost or stolen, or any Equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. **Rental Payment.** The first month payment will be due upon the signing of the agreement. Thereafter, RENTER shall make monthly rental payment within ten (10) business days of receipt of OWNER's invoice. The RENTER is liable for the full rental term even if the Equipments are returned before the end of the rental term. No allowance will be made for any Equipments or portion thereof which is

claimed not to have been used. Acceptance of returned Equipments by OWNER does not constitute a waiver of any of the rights OWNER has under this agreement.

4. No Lien/ Non-assignment. The RENTER will not pledge, encumber, assign the Equipments or allow the Equipments to be sold or otherwise transferred in any way.
5. No Warranty. The OWNER makes no warranty of any kind regarding the Equipments, except that OWNER shall replace the Equipment(s) with identical or similar Equipment(s) if the Equipment(s) fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after the RENTER returns the non-conforming Equipment(s).
6. Termination. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
7. No additional Services or Equipments. The OWNER is only providing the Equipments. Any additional services such as placement of sets, programming sets will be billable at OWNERS's then current rates. Other than the Equipments identified in Schedule 1, no licenses or other equipment, whether or not required by any other party voice system or network infrastructure, are included or provided under this agreement.
8. Equipment Inspection and Recovery. The RENTER shall allow OWNER to enter RENTER's premises where the Equipments are stored, or used, during OWNER's business hours to locate and inspect the state and condition of the Equipments. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may, at any time, enter the RENTER's premises where the Equipments are stored, or used at all time, and recover the Equipments.
9. No Relocation. The RENTER shall not remove the Equipments from the address of the RENTER or the location shown herein as the Place of Use of the Equipment without the prior written approval of the OWNER. The RENTER shall inform the OWNER upon request of the location of the Equipments while they are in the RENTERS's possession.
10. Indemnity. RENTER indemnifies and holds OWNER harmless for all injuries, claims, liabilities or damages of any kind for repossession and for any misuse of the Equipments.
11. Modification. This agreement may only be modified in writing and signed by an authorized representative of each party.
12. Reasonable Attorney's Fees. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection its rights under this agreement and for any action taken OWNER to collect any amounts due the OWNER under this agreement.
13. Governing Law and Venue. This agreement is made under and shall be construed in accordance with the substantive laws of the state of Texas, without reference to conflict of laws principles. Any claim or suit with respect to this agreement shall be brought in the state and federal courts of Tarrant County in the state of Texas.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the last date shown below.

OWNER

Signature: _____

Name: _____

Title: _____

Date: _____

RENTER

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1
RENTED EQUIPMENTS

Item Number	Equipment Description (make/model/color)	Serial number