



THIS CONTRACT ("AGREEMENT") IS MADE AND EFFECTIVE, BETWEEN _____ ("HIRER") AND LEXICON-GLOBAL ("LEXICON-GLOBAL"). LEXICON-GLOBAL DESIRES TO PROVIDE TO HIRER, AND HIRER DESIRES TO HIRE FROM LEXICON-GLOBAL (THE "GOODS AND/OR SERVICES") AS INDICATED ON THE SIGNED QUOTE RECEIVED FOR EQUIPMENT, SERVICES AND TECHNICAL SUPPORT INDICATED THEREIN.

1. **DEATILS:** AS INDICATED ON QUOTE/PROPOSAL NUMBER _____.

2. **PRICE:** SUBJECT TO CANCELLATION PROVISION CONTAINED HEREIN HIRER SHALL PAY LEXICON-GLOBAL THE SUM AS INDICATED ON AFOREMENTIONED QUOTE (HIRE PRICE). HIRER SHALL MAKE PAYMENT OF THE HIRE PRICE IN FULL ON OR BEFORE FIRST DAY OF EVENT. A DEPOSIT EQUAL TO 50% OF HIRE PRICE WILL BE PAID 30 DAYS PRIOR TO EVENT OPENING DATE OR AS SOON AS POSSIBLE. ADDITIONAL CHARGES ARE PAYABLE FOR ANY ADDITIONAL EQUIPMENT OR LABOR THAT MAY BE REQUIRED DUE TO ANY DELAYS, EXPANDING OF PROGRAM, ADDITIONAL TIME OR UNFORESEEN PROBLEMS THAT ARISE ONCE THE JOB HAS BEGUN. HIRER IS RESPONSIBLE FOR ALL TRAVEL, ACCOMMODATIONS AND INCIDENTALS CHARGES OF INTERPRETERS AND TECHNICIANS (If applicable).

3. **TRANSFER OF TITLE:** TITLE TO AND OWNERSHIP OF THE GOODS SHALL NOT PASS FROM LEXICON-GLOBAL TO HIRER.

4. **EQUIPMENT SECURITY:** EQUIPMENT WILL BE IN THE POSSESSION OF HIRER. HIRER IS RESPONSIBLE FOR SECURITY OF EQUIPMENT AT ALL TIMES INCLUDING DURING SHIPPING. LOST, DAMAGED OR STOLEN EQUIPMENT IS SUBJECT TO REPLACEMENT VALUE CHARGES AND WILL BECOME PAYABLE IMMEDIATELY. DAILY RENTAL CHARGES WILL BECOME PAYABLE UNTIL DATE ALL LOST, DAMAGED OR STOLEN EQUIPMENT IS RETURNED OR PAID FOR IN FULL.

5. **CANCELLATION:** CANCELLATION FEES FOR CANCELING CONTRACT ARE AS FOLLOWS: 0 - 5 BUSINESS DAYS 100% OF CONTRACT PRICE PLUS EXPENSES 6 - 10 BUSINESS DAYS 50% OF CONTRACT PRICE PLUS EXPENSES 11 - 12 BUSINESS DAYS 10% OF CONTRACT PRICE PLUS EXPENSES OVER 12 BUSINESS DAYS, EXPENSES ONLY

6. **LOSS & DAMAGE:** STIPULATED LOSS VALUE: CUSTOMER HEREBY ASSUMES THE ENTIRE RISK OF LOSS AND DAMAGES TO THE EQUIPMENT FROM ANY AND EVERY CAUSE WHATSOEVER. IN THE EVENT OF LOSS, DAMAGE , OR DISAPPEARANCE OF ANY KIND TO ANY ITEM OF EQUIPMENT, CUSTOMER, SHALL AT THE OPTION OF LEXICON-GLOBAL , SHALL: (A) PAY REPLACEMENT VALUE CHARGES; OR (B) REPLACE THE SAME WITH LIKE EQUIPMENT IN GOOD REPAIR, CONDITION AND WORKING ORDER (ALL SHIPPING AND TRANSPORTATION OF REPLACEMENTS MUST BE BORNE BY THE CUSTOMER); CUSTOMER SHALL (C) PAY LEXICON-GLOBAL IN CASH THE STIPULATED "REPLACEMENT VALUE CHARGES. CUSTOMER AGREES THAT ALL CHARGES FOR RENTAL, DAMAGE, AND REPLACEMENT OF EQUIPMENT WILL BE PAID, AND THAT ALL COLLECTION FEES, ATTORNEY'S FEES, COURT COSTS, OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY CUSTOMER.

REPLACEMENT VALUES	
Transmitters (RF and IR)	\$500.00 - \$12,800.00
Emitters (IR Only)	\$900.00 - \$8,900.00
Interpreters Control Consoles	\$1,000.00 - \$10,000.00
Headset Microphones	\$150.00 - \$895.00
Body Pack Transmitters	\$450.00 - \$985.00
Interpreter Booths	\$1,500.00 - \$12,100.00
Receivers	\$150.00 - \$500.00

7. **INSURANCE AND TAXES:** CUSTOMER SHALL KEEP THE EQUIPMENT INSURED AGAINST ALL RISK OF LOSS OR DAMAGE FROM EVERY CAUSE WHATSOEVER FOR NOT LESS THAN THE FULL REPLACEMENT VALUE AND SHALL CARRY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERING THE EQUIPMENT. CUSTOMER SHALL KEEP THE EQUIPMENT FREE AND CLEAR OF ALL LEVIES, LIENS AND ENCUMBRANCES AND SHALL PAY ALL FEES, ASSESSMENTS, CHARGES AND TAXES WHICH MAY NOT OR HEREAFTER BE IMPOSED UPON THE OWNERSHIP, LEASING, RENTING, SALE, POSSESSION OR USE OF THE EQUIPMENT.

8. **GOVERNING LAW:** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA

9. **USAGE:** EQUIPMENT IS RENTED FOR THE TIME IT IS USED AND NOT THE TIME IT IS OUT UNLESS OTHERWISE SPECIFIED. EQUIPMENT SHALL NOT BE REMOVED FROM THE CONTINENTAL UNITED STATES.

10. **FINAL AGREEMENT:** THIS AGREEMENT TERMINATES AND SUPERSEDES ALL PRIOR UNDERSTANDINGS OR AGREEMENTS WHETHER WRITTEN OR ORAL AND ANY REPRESENTATIONS MADE, IMPLIED OR UNDERSTOOD ON THE SUBJECT MATTER HEREOF. ONLY A FURTHER WRITING THAT IS DULY EXECUTED BY BOTH PARTIES MAY MODIFY THIS AGREEMENT.

11. **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.

12. **HEADINGS:** HEADINGS USED IN THIS AGREEMENT ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THIS DATE:

By: _____ Signature _____ Date _____

Your Name and Title

Signature

Date