

SERVICE AGREEMENT

This Contract ("Agreement") is made and effective this (date) _____, by and between

Lexicon-Global ("LEXICON") and ("Hirer") _____.
 LEXICON desires to provide to Hirer, and Hirer desires to Hire from LEXICON (the "Goods") as indicated on Quote Authorization No. _____
 for equipment, services and technical support indicated therein.

LEXICON 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, INTERPRETATION SERVICES AND TECHNICAL SUPPORT INDICATED THEREIN.

1. **LOCATION.** I as described within body of contract of Authorization number listed above.
2. **PRICE.** Subject to cancellation provision contained herein Hirer shall pay LEXICON the sum as indicated on aforementioned Authorization number contract. (Hire price) HIRER shall make a 50% payment upon booking event and balance payment of the Hire price in full by first day of event. Additional charges will become 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 meals, travel, accommodations and incidentals of interpreters and technicians.
3. **TRANSFER OF TITLE.** Title to and ownership of the goods shall not pass from LEXICON to Hirer.
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 the before or minimally two hours prior to commencement of function for setup of equipment. More time will be needed for events with more than two booth to set up.
- 4a. **PREPARATION MATERIALS.** When LEXICON is to provide interpreters Hirer will provide LEXICON with copies of all speeches, presentations, Power Point 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 will need to be provided 15 days in advance of event. In the case that event is booked with less 15 days of event, HIRER will provide said information as promptly as possible. Failure to provide 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 previous written consent HIRER will not lend the equipment or any part thereof, or allow it to be used by other than by the HIRER meeting attendees or its 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. Scheduled rental rates begin when LEXICON delivers equipment to HIRER and continue until returned.
6. **LOSS & DAMAGE: STIPULATED LOSS 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, damage, or disappearance of any kind to any item of equipment, HIRER, shall at the option of the LEXICON, 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 paid for by the HIRER). HIRER agrees that all charges for rental, late returns, damages, and replacement of equipment will be paid for, including any collection fees, attorney's fees, court costs, or any expense involved in the collection of these charges will be paid by HIRER.

REPLACEMENT VALUES							
Transmitters (RF and IR)	\$850.00 - \$9,000.00	Headset Microphones	\$150.00 - \$895.00	Interpreters Control Consoles	\$1,500.00 - \$3,500.00	Interpreter Booths	\$2,500.00 - \$12,100.00
Emitters (IR Only)	\$1,900.00 - \$7,900.00	Body Pack Transmitters	\$600.00 - \$985.00	Accessories	\$50.00 - \$10,000.00	Receivers	\$225.00 - \$500.00

- 6a. **Cancellation Policy.** Cancellation fees for canceling of contract before first day of service are as follows: 0-5 business days, 100% of contract price plus all costs; 6-10 business days, 50% of contract price plus all costs; 11-12 business days, 20% of contract price plus all costs; Over 12 business days, 10% of contract price or \$250 (which ever is greater) plus all costs.
7. **INSURANCE & TAXES** HIRER 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. HIRER 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. **NON-WARRANTY.** LEXICON makes no Warranties, either expressed or implied, as to any matter whatsoever, including, without limitations, the condition of the equipment, its merchantability, or its fitness for any particular purpose. All equipment is used at HIRER's risk. Conditions which prevent satisfactory operation of the equipment do not relieve HIRER of his responsibility to pay for equipment and return 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 files with LEXICON the amount set forth on a credit card and authorizes all charges to be placed on said credit card on file. In the event HIRER shall default in any performance LEXICON shall have the option to apply said security to the curing of such default and on demand. HIRER shall restore said security to the full amount set forth in the schedule. On the expiration of the hiring provided HIRER has fully performed all provisions LEXICON will return to HIRER any then remaining balance of said security.
11. **OWNERSHIP.** The equipment is shall be and 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 the agreement. This agreement is not intended to effect a sale of the above-described property or to secure a purchase thereof.
12. **NONWAIVER.** 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 covenant or condition to be performed by HIRER.
13. **GOVERNING LAW.** This Agreement shall be construed and enforced according to laws of the State of California.
14. **HEADINGS.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
15. **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.
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.


 PO Box 1975 Bonita, CA 91908

Signature _____

 Title

WRITE IN HIRER COMPANY NAME _____

Signature _____

 Title

Print or type name