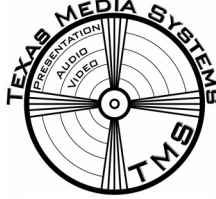


4311 MEDICAL PARKWAY  
AUSTIN, TX 78756  
512.440.1400  
WWW.TEXASMEIASYSTEMS.COM



**RENTAL  
AGREEMENT**  
FAX TO  
512.440.1490

**CUSTOMER NAME:**

---

**COMPANY NAME:**

---

**STREET ADDRESS:**

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**CITY/STATE/ZIP:**

---

**PHONE:**

**ALT. PHONE:**

---

**FAX:**

**E-MAIL:**

---

**PICK-UP  
DATE/TIME:**

**RETURN  
DATE/TIME:**

---

**HOW DID YOU HEAR ABOUT US?**

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**I. RENTAL PERIODS AND CHARGES:**

- a. The minimum rental period is one day. For out-of-town shipments of rental equipment, the minimum rental period is two days. Out-of-town rental charges start the day after shipment, and continue until all equipment is returned to Texas Media Systems. The customer is responsible for all shipping and delivery charges, including insurance.
- b. Hours of operation for Texas Media Systems are 9:00 a.m. to 6:00 p.m. Monday thru Friday. *Equipment may be picked up at the office of TMS after 3:00 p.m. on the day before the beginning of the rental period. Equipment picked up before 3:00 p.m. will be charged an additional half day. Equipment returned after 10:00 a.m. will be charged an additional full day.*
- c. Weekend use days are charged at the daily rate.
- d. Rental charges may be applied to equipment purchases only under certain circumstances and only if approved by Texas Media Systems management prior to the rental period.

**II. RESERVATIONS AND DEPOSITS:**

- a. Texas Media Systems is not liable for any loss of revenue, or any other inconvenience, which results from the unexpected unavailability of equipment that has been reserved by the customer.
- b. Some items may require a NON-REFUNDABLE Reservation Deposit at the time of the reservation. This deposit will be applied to the rental.
- c. Customers who do not have an open account with Texas Media Systems may be required to make a Security Deposit equal to the value of the rented equipment, or 5 times the daily rental rate. Security Deposits must be paid with a Master Card, Visa, or American Express; cash or checks will not be accepted.

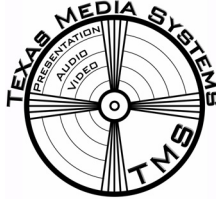
**III. CANCELLATIONS:**

- a. A fee will be charged for canceling all or part of any rental order. This fee will vary depending on the specific circumstances and the equipment involved.

**IV. PAYMENT AND CREDIT TERMS:**

- a. **All first-time rentals must be paid in advance with CREDIT CARD. Only VISA MASTERCARD, or AMEX accepted.**
- b. **Credit Card and valid Texas driver's license MUST BE PRESENTED at time of pick-up.**
- c. Individuals or companies wishing to rent equipment from Texas Media Systems on terms must complete a credit application. New customers should submit a completed form at least two weeks prior to the rental if references are local, or four weeks if references are out-of-town.

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- d. Payment terms for approved open accounts are Net 30 days. Interest will be charged at the rate of 1½% per month on the unpaid balance after 30 days.
- e. All orders under \$25.00 are CASH ONLY.

**V. RESPONSIBILITIES:**

- a. It is the customer's responsibility to understand the proper use and care of each item of rented equipment. Texas Media Systems is not responsible for any injury, loss or damage, directly or consequently, arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment. Equipment that operates normally when returned will be deemed to have been in proper operating condition during the entire rental period.
- b. The customer must, at his/her own expense, protect and keep in good state of condition and repair, the rented equipment; and must not use or operate the equipment other than in a manner and for the use contemplated by the manufacturer thereof; and must return the equipment to Texas Media Systems upon termination of the rental period, in the same condition and good order as when received, ordinary wear and tear excepted. Texas Media Systems shall have the sole discretion to determine if, and to what extent, equipment has been damaged.
- c. The customer must reimburse Texas Media Systems for the full cost of repairs for rental equipment that is returned damaged or broken by any cause whatsoever, whether due to the customer's fault or not. For rental equipment that is lost, stolen, or damaged beyond reasonable repair, the customer must reimburse Texas Media Systems for the full replacement value of each item. The customer may be required to further compensate Texas Media Systems, in rental charges, for any time lost as a result of replacement or repair of any equipment damaged or not returned.
- d. The cost of any insurance coverage, or other protection against damage and/or loss of equipment rented from Texas Media Systems are the sole responsibility of the customer.
- e. The title and ownership of all rented equipment shall remain with Texas Media Systems at all times. The customer may not remove rented equipment from the Continental United States without prior written permission from Texas Media Systems management, and agreement to any special terms included in said written permission.
- f. It shall be lawful for Texas Media Systems or its agents, at all reasonable times, to enter the premises upon which said rented equipment is kept, for the purpose of viewing the state and condition of said equipment.
- g. Rental terms/details (admin only):

Item (S/N): \_\_\_\_\_  
Total Cost (see invoice for breakdown): \_\_\_\_\_  
Payment Method: \_\_\_\_\_  
TMS Invoice #: \_\_\_\_\_

**AGREEMENT:**

The Customer (Lessee) hereby acknowledges and agrees to all of the terms and conditions listed herein (Texas Media Systems Rental Policies and Agreement).

**CUSTOMER PRINTED NAME:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_