



DELTA WIRELESS, INC. RADIO RENTAL

DELTA WIRELESS, INC. RENTAL TERMS AND CONDITIONS

- 1. CARE AND USE OF THE EQUIPMENT.** Customer shall: (i) maintain the Equipment in good operating condition and appearance; (ii) protect Equipment from damage, abuse or deterioration, other than normal wear and tear, and (iii) use the Equipment only in the regular course of Customer's business within its normal capacity. Upon return of the Equipment, Customer will be issued an invoice for any required repair, replacement, or cleaning of the equipment and Customer shall pay such invoice within (30) days of receipt. Customer is strictly prohibited from making any modification, alteration, marking or addition (i.e. stickers) to the Equipment without the prior written consent of Delta Wireless, Inc.
- 2. RISK OF LOSS.** Customer shall bear the entire risk of loss, theft, damage or destruction to the Equipment from every cause whatsoever during the entire term of the Delta Wireless, Inc. Rental Contract or until the Equipment is returned. In the event of loss, damage or destruction to the Equipment, Customer, at its expense, shall pay Delta Wireless, Inc. the then current User Price for the Equipment. Any loss, theft, damage or destruction to the Equipment shall not relieve Customer from any obligation under this agreement.
- 3. TITLE.** Delta Wireless, Inc. shall at all times retain title to the Equipment. Customer shall at all times keep the Equipment free from any legal process or encumbrance whatsoever and shall give Delta Wireless, Inc. immediate written notice thereof and shall indemnify Delta Wireless, Inc. from any loss caused thereby.
- 4. IDEMNITY.** Customer shall and does hereby agree to indemnify and hold Delta Wireless, Inc., its agents, successors, and assigns harmless from any and all liability, damages or loss, including reasonable attorneys' fees arising out of the ownership, selection, possession, rental, operation, use, condition (including but not limited to latent and other defects, whether or not discovered by Customer), maintenance and return of the Equipment.
- 5. TERM:** The "Rental Period" of the Delta Wireless Rental Contract shall be the period of time between the Contract Start Date and the Contract End Date, as indicated on the Rental Quote or Job Ticket. If customer wishes to retain the Equipment beyond the Contract End Date, Customer shall contact Delta Wireless, Inc. and Delta Wireless, Inc., at its option, may agree to a term extension. Customer will be charged for each day beyond the "Rental Period" for any/all equipment (including accessories) not returned by the Contract End Date.

Before signing, please read the Terms and Conditions.

Authorized Customer Signature

Month Day Year