

Wireless Contract:

Beamworks, Inc. hereinafter referred to as "**Lessor**" hereby rents to the "**Lessee**" identified on the proposal as the "**Customer**" the equipment described on the front hereof together with all the replacements, duplicate parts, repairs, additions, devices and accessories incorporated therein and/or affixed thereto (herein called equipment) pursuant to the terms and conditions of this contract. All terms and conditions set forth in this agreement are binding unless otherwise noted.

A. LATE RETURNS: All rentals are to be shipped back on the date indicated on the final invoice. Any equipment not shipped back by the customer by the time and date on the final invoice will be charged for each day late plus 20%. Lessor reserves the right to charge the Customer in addition to the late fee if deemed necessary based upon the situation and if rush shipping is required.

B. DAMAGED EQUIPMENT: Damage and/or loss of equipment are the responsibility of the account holder on the final Invoice. Lessor must be notified immediately of any loss or damage to equipment. Lessor is not responsible for verification of party utilizing, delivering or operating equipment. Full legal responsibility is assumed by the individual signing this agreement effective immediately, and will not be canceled by termination of agreement by Lessor. Insurance claims for missing equipment must be filed by the individual at the replacement cost. No allowance can be made for deductibles, or any pro-rated valuation. Individual signing this agreement is completely responsible for insuring all equipment rented and agrees to pay the assessed rental rates until equipment is returned or replaced. Any damaged or lost equipment will be billed within (5) business days if not returned or repaired for the full replacement cost of the equipment.

C. RENTAL RATES exclude holidays, or any day Beamworks, Inc is closed, from billing. All equipment is subject to charges while not in the possession of Lessor or assigned agents until it has been returned. Customer is not billed for freight transit time while in possession of parcel company. Overdue and/or outstanding fees are due to be paid at the time of return. Customer will be billed the amount due + 20% for each week the amount is not paid.

D. PAYMENT: All rental fees are due when equipment is ordered and payment may be kept on file and used for any penalties, late fees or other charges required and listed in this contract.

E. LEGAL FEES, court costs, collection fees or any other charges are added to the invoice on all past due accounts. Late fees are assessed at 20% per week plus a \$500.00 process fee on any past due balances requiring legal, court, collection or similar fees. Any account that is delinquent for any reason and collection is not made or client cannot be reached for any reason shall: without notification, automatically be treated as stolen property and will be dealt with according to the laws of Pinellas County, FL.

F. EQUIPMENT FUNCTION: Lessor is not responsible for the set-up or operation of any equipment and will not be held responsible for improper use or abuse of equipment or any liability resulting thereof. Customer agrees that all connection, programming, mixing and other required skills are to be known and performed by the Customer without technical assistance from the Lessor.

G. FORCE MAJURE: Customer understands that items being shipped are at the mercy of the parcel company, by way of example only, breakdown, weather, strikes, labor disputes, accidents, acts of God, terrorism, war or any orders, laws, or otherwise issued directives or orders by any government agency. These acts do not cancel and order and will only credit an order the pro-rated time that was absent from the order.

H. This agreement supersedes and terminates any and all prior agreements and contracts, written or oral at the date this document is signed. Furthermore, rented equipment and/or execution of this document are not assignable to any other party.

I. OWNERSHIP: Lessor is the sole owner of equipment and has full power to deliver possession or assign property to party signing this agreement. Title to the equipment is and at all times shall remain in Lessor's name. The Customer agrees to execute any and all documents which the Lessor deems necessary to protect Lessor's ownership and title to equipment. The Customer renting equipment shall not acquire any legal or equitable property rights or interest in the equipment. The equipment shall not be altered or modified nor will any plates, tags, bar-codes or any other markings be removed which may evidence Lessor's title. The equipment will not become or remain a fixture to any real estate or any addition to any persons' holdings. The Customer shall not cede, lease or otherwise transfer the equipment to any third party nor allow any lien, charge, mortgage, encumbrances or security interest to arise with respect to or be placed upon the equipment.

J. If required by Lessor, the Customer agrees to permit Lessor or its representatives(s) or local police authority access to equipment, and to the property where the equipment is located during any time. If any terms of this agreement as not met, Lessor is authorized to enter upon the premises where the equipment is located and take possession of the equipment. The Customer waives all claims for restoration of the condition of the property, which may be occasioned by the removal of equipment: provided, however, that the Lessor removes the equipment in a reasonable fashion. The Customer waives any claim of action for the trespass or damages caused by the Lessor's entrance and removal of the equipment.

K. SAFETY: Customer shall not, at any time, take any action which, in the sole opinion of the Lessor, would endanger or tend to compromise the safety of employees, contractors, the public, or the Equipment. No equipment or property other than that specified in the applicable Wireless Invoice may be attached to or suspended from the Equipment without the prior written approval of Lessor. Customer agrees at its sole expense to comply with all federal, state, and local laws and regulations, and specifically, to comply with all applicable ESTA and ANSI standards. The Customer assumes all responsibility for the safe operation and execution of all rented equipment and surrounding items and structures.

L. CANCELLATION PENALTIES: Cancellation penalties will apply for all bookings cancelled with less than 72 hours notice and charged as follows: No Refund of deposit or additional amounts paid. Any order that is cancelled forfeits its deposit and any additional payments made to Lessor. The Lessor will deem in the situation warrants a credit towards future business and this will be at the Lessors discretion.

M. CLEANING FEE'S / ADDITIONAL RESPONSIBILITIES: Customer understands that all equipment is to return back to Lessor in the same condition that it was received. All tape, adhesive, make-up, hair, markings etc, must be removed from all equipment before returned. Customer agrees to immediately pay for any fees assessed when equipment is returned.

- Microphone Cleaning = \$10/mic
- Missing Equipment = Rush return within 3 days or replacement cost of equipment
- Damaged Equipment = Replacement Cost
- Shipping box not returned = \$10 plus \$8 shipping fee

N. MISSING EQUIPMENT: If any equipment is not returned back to Beamworks, the Customer has 3 business days to locate the equipment, expedite shipping and notify Beamworks with tracking number. After 3 business days, Customer is required to pay for the full replacement cost of the missing item(s).