

Monthly Rental Agreement

1. AGREEMENT SUMMARY: Client agrees to rent hardware on a monthly basis. The monthly charge shall accrue from the time the client receives the hardware and last until the equipment is returned. Erdman Video Systems, Inc. is the owner of the equipment and cannot be held liable for the use, misuse, or malfunction while the system is in possession of the client.

2. PAYMENT ON FILE: Client hereby certifies that the credit or debit card supplied for payment is their own account or that they are fully authorized to provide this account to Erdman Video Systems Inc. as payment for the rental. Client understands that Erdman Video Systems, Inc may retain this card as payment for future charges based on the rental terms set forth in this agreement. If at any time the card becomes expired or cancelled, client shall provide a new card or account at Erdman Video Systems, Inc. request. Client will be notified if their credit or debit card fails to authorize for any reason, and that Erdman Video Systems, Inc. has the right to terminate their services should they fail to provide them with a new and valid credit card number within a reasonable time and no later than 14 days from the last payment collection date.

3. PAYMENT AFTER INITIAL TERM: The client understands that, should they keep the rental past the initial term, they will accrue rental costs based on estimate or invoice # _____. Erdman Video Systems, Inc. reserves the right to charge these additional and subsequent months to the credit card on file. Erdman Video Systems, Inc. has the responsibility to notify the client of the end of the rental term in a manner that is understood by the client. Erdman Video Systems, Inc. will also make a best effort to notify the client before making any charges to the clients credit card on file. Erdman Video Systems, Inc. reserves the right to withhold charging the client for months that the camera is inoperable or inactive for whatever reason.

4. TERMINATION FOR NON-PAYMENT: The client understands that any equipment they have rented under this agreement may become inoperable should the client fail to pay for whatever reason. They also understand that Erdman Video Systems, Inc. shall be in no way liable for any damages caused by the terminations of such services. At such a time the hardware must be returned to Erdman Video Systems according to clause 5(CLIENT TERMINATION). Failure to return the system will allow Erdman Video Systems to retake the systems according to the terms of this contract as well as charge rent on a daily basis.

5. CLIENT TERMINATION: The client understands that if they wish to cancel this monthly rental with Erdman Video Systems, Inc. they can do so at any time by returning the hardware to:

Erdman Video Systems, Inc.
8895 SW 129th Street
Miami, FL 33176

Client is responsible for returning any and all rented hardware to the above address. Return shipping to be paid by the client. Rental term ends when Erdman Video Systems, Inc. has received all rented hardware back in their possession.

6. RENTAL TERM: The rental will start on the date the item is received by the client and will end when the system is returned per the guidelines in clause 5(CLIENT TERMINATION).

7. RENTAL PAYMENTS: Client agrees to pay to Erdman Video Systems, Inc. as rent for the hardware for each month the system is rented according to clause 6(RENTAL TERM).

8. LATE CHARGES: Client's account is considered delinquent should payment not be received for any balance due after 30 days. If any amount under this agreement is late and payment cannot be recovered by PAYMENT ON FILE, client agrees to owe Erdman Video Systems, Inc. a late fee. This late fee is 10% of the balance due and will accrue on a monthly basis.

9. SECURITY DEPOSIT: Prior to taking possession of the hardware, client shall deposit with Erdman Video Systems, Inc., in trust, a security deposit of \$1000 as security for the performance by the client of the terms under this agreement and for any damages caused by the client or clients agents to the hardware during the RENTAL TERM. Erdman Video Systems, Inc. may use part or all of the security deposit to repair any damage to the hardware caused by client or clients agents. However, Erdman Video Systems, Inc. is not just limited to the security deposit amount and Client remains liable for any balance. Client shall not apply or deduct any portion of any security deposit from the last or any month's rent. Client shall not use or apply any such security deposit at any time in lieu of payment of rent. If client breaches any terms or conditions of this agreement, client shall forfeit any deposit, as permitted by law.

10. DELIVERY: Client shall be responsible for all expenses and costs: i) at the beginning of the Rental Term, of shipping the hardware to clients premises and ii) at the end of the RENTAL TERM, of shipping the hardware back to Erdman Video Systems, Inc.'s premises.

11. PHYSICAL CONDITIONS OF RENTAL HARDWARE: Erdman Video Systems, Inc. acknowledges that prior to shipping the equipment, they examined it, saw it in operations, and are aware of its condition and that it is in good condition except for any defect noted in writing. It is your responsibility to return the equipment to Erdman Video Systems, Inc. in the same condition.

12. USE OF AND MAINTENANCE OF THE HARDWARE: Client agrees that they are satisfied with the instruction given by Erdman Video Systems, Inc. in the proper manner of using the hardware or that you are familiar and told Erdman Video Systems, Inc. that you were. Client further agrees that the hardware will be used for the purpose for which the hardware was manufactured and intended. Subleasing or improper use is prohibited. You have to read and understand all manuals, written operating instructions, and warnings as supplied for the equipment.

13. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: You are responsible for the use of the rented hardware. You assume all risks inherent in the operation and use of the hardware and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Erdman Video Systems, Inc. harmless from, and hereby release Erdman Video Systems, Inc. from any and all claims from damage to property or bodily injury (including death) resulting from the use, operation or possession of the hardware whether or not it be claimed or found that such damage or injury resulted in whole or in part from Erdman Video Systems, Inc. negligence, from the defective condition of the hardware or from any cause. YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

14. RESPONSIBILITY FOR EQUIPMENT: From the time the hardware is rented out until it is returned, you are responsible for it. If the hardware is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the hardware.

15. NO WARRANTY ON SERVICE: Erdman Video Systems, Inc. makes no warranties, express or implied, including without limitation, and any implied warranty of merchantability of fitness for a particular purpose to customer in connection with its use of the service. In no event shall Erdman Video Systems, Inc. be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that service interruptions will occur from time to time and agrees to hold company harmless for all such interruptions.

16. HARDWARE FAILURE: You agree immediately to discontinue the attempt to use the rented hardware should it, at any time, become unsafe or in a state of disrepair and will immediately (one hour or less) notify Erdman Video Systems, Inc. of the facts. Erdman Video Systems, Inc. agrees in its discretion to make the hardware operable with a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including consequential damage, resulting from failure or defect of a rented hardware.

17. RETURN OF ITEM: The rented hardware is Erdman Video Systems, Inc. property and is rented to you subject to this contract for rental charges for the period of time the hardware is “out” according to clause 6(RENTAL TERM). If payment is delinquent and hardware has not been returned, Erdman Video Systems, Inc. or its representatives may enter your property to retake the hardware and you hereby waive any right of action against Erdman Video Systems, Inc. for such entry and retaking. In addition, you acknowledge that the failure to return the rented hardware without payment and the sale or concealment of rented item (are) prohibited, and that any such action may constitute a crime. Erdman Video Systems, Inc., in addition to any other action, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

19. COLLECTION COST: Client agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collection of any charges under this agreement, in retaking the rented hardware or otherwise in enforcing the terms of this contract. Any such litigation will be performed in the state of Florida.

20. MODIFICATION OF CONTRACT: This represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Erdman Video Systems, Inc. rights may be changed except in writing signed by an officer of Erdman Video Systems, Inc. and notarized by a licensed notary.

CLIENT SIGNATURE

Printed Name: _____

Signature: _____

Date: _____

ERDMAN VIDEO SYSTEMS, INC. SIGNATURE

Printed Name: _____

Signature: _____

Date: _____