



SIPS Communications Equipment Rental Agreement

This SIPS Communications Equipment Rental Agreement (AGREEMENT) is made and entered into between Modtech Corp., having principal offices at 7136 Eagle Rd., Willoughby, OH 44094 (MODTECH), and CUSTOMER, having principal offices at *address* (CUSTOMER).

MODTECH agrees to deliver SIPS-BDA-800D Tactical BDA including antennas and cabling as described in Addendum A (EQUIPMENT) to the *location* (LOCATION). Delivery is scheduled for *date and time* (DELIVERY DATE). CUSTOMER's personnel will meet MODTECH at LOCATION on the DELIVERY DATE and CUSTOMER and MODTECH will cooperate to install EQUIPMENT and test its efficacy.

CUSTOMER shall have use of the EQUIPMENT for a period commencing on DELIVERY DATE and ending on *date and time* inclusive (RENTAL PERIOD). Fee for the RENTAL PERIOD shall be calculated to be *rental duration* at a STANDARD RATE of *\$rate* per week totaling *\$total* (*\$total* spelled out in words) (RENTAL FEE). MODTECH shall invoice for RENTAL FEE by email to customer@email. RENTAL FEE payable by credit card on or before *due date*.

Owing to weather or other conditions associated with events, CUSTOMER may desire to use EQUIPMENT for a period continuing after the RENTAL PERIOD (EXTENDED PERIOD). MODTECH agrees to extend use to CUSTOMER for an additional amount not to exceed the STANDARD RATE for each week or partial week of extension. MODTECH shall invoice for any amounts for EXTENSION PERIOD by email as above at the beginning of the EXTENSION PERIOD and incrementally for each additional week desired by CUSTOMER.

MODTECH will provide packaging for return shipping by CUSTOMER to MODTECH at the end of the rental (RETURN). RETURN shall be by UPS or Federal Express carrier, ground service, and pre-paid for by CUSTOMER.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. CUSTOMER shall keep and maintain EQUIPMENT during the RENTAL PERIOD and any EXTENSION PERIOD at its own cost and expense. CUSTOMER shall keep EQUIPMENT in a good state of repair, normal wear and tear excepted.
2. CUSTOMER shall pay MODTECH full compensation for replacement of any equipment that is not returned because it is lost or stolen or full compensation for repair of any equipment that is damaged. Whether by repair or replacement, it is the responsibility of CUSTOMER to return the equipment to its initial condition at the time of rental, normal wear and tear excepted. MODTECH's invoice for replacement or repair is conclusive as to the amount CUSTOMER shall pay under this paragraph for repair or replacement.
3. CUSTOMER shall not remove EQUIPMENT from LOCATION except for packaging and return shipping without approval of MODTECH. CUSTOMER shall inform MODTECH upon demand of the location of the equipment while it is in CUSTOMER's possession.
4. CUSTOMER acknowledges that EQUIPMENT is the proprietary designs of the MODTECH. CUSTOMER shall refrain from activities and protect equipment against third parties' activities including examination and detailed scrutiny for purposes of reverse engineering MODTECH's proprietary designs.
5. EQUIPMENT shall be returned to MODTECH at CUSTOMER's risk, cost and expense. Rental charges are billed to CUSTOMER for each period or portions of the period from the time the equipment is delivered to CUSTOMER until its return as specifically described above. Rental charges are to be billed to CUSTOMER for the full term even if EQUIPMENT is returned before the end of the RENTAL PERIOD. If EQUIPMENT is not returned during or at the end of the RENTAL PERIOD, then the rental charges shall continue on a full term basis for any additional term or portion thereof until EQUIPMENT is returned.
6. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by MODTECH does not constitute a waiver of any of the rights MODTECH has under the rental agreement.



- 7. CUSTOMER shall allow MODTECH to enter CUSTOMER's premises where EQUIPMENT is stored or used at all reasonable times to locate and inspect the state and condition of EQUIPMENT. If CUSTOMER is in default of any of the terms and conditions of this agreement, MODTECH, and its agents, at CUSTOMER's risk, cost and expense may at any time enter CUSTOMER's premises where EQUIPMENT is stored or used and recover EQUIPMENT.
- 8. CUSTOMER shall not pledge or encumber EQUIPMENT in any way. MODTECH may terminate this agreement immediately upon the failure of CUSTOMER to make rental payments when due, or upon CUSTOMER's filing for protection from creditors in any court of competent jurisdiction.
- 9. MODTECH makes no warranty of any kind regarding EQUIPMENT, except that MODTECH shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the MODTECH's specifications and operation instructions. Such replacement shall be made as soon as practicable.
- 10. CUSTOMER indemnifies and holds MODTECH harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
- 11. CUSTOMER shall pay all reasonable attorney and other fees, the expenses and costs incurred by MODTECH in protection of its rights under this rental agreement and for any action taken by MODTECH to collect any amounts due MODTECH under this rental agreement.
- 12. These terms are accepted by CUSTOMER upon delivery of the terms to and execution of AGREEMENT by CUSTOMER.

MODTECH

CUSTOMER

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Contact Information:

Email: contact@modtech-corp.com
 Telephone: (440) 942-2133
 Cellphone: (440) 728-7044
 Fax: (440) 942-2480

customer@email
 (555) 555-1212
 (555) 555-1213
 (555) 555-1214

SIPS Communications Equipment Rental Agreement
Addendum A - SIPS-BDA-800D Tactical BDA including antennas and cabling

EQUIPMENT

SIPS-BDA-800D - Tactical BDA System

Portable Amplifier Kit

- 806 to 824 MHz Uplink, 851 to 869 MHz Downlink
- 75 dB BDA
- Lithium ion batteries 20 hour runtime
- AC and DC integral charging

Portable Antenna Kit

- 100' flexible low loss coaxial cable on cable organizer
- 11 dBd Yagi donor antenna and stand
- 0 dBi omni-directional indoor antenna and stand

SIPSNET wireless web browser management



Antennas and Cabling

- Ceiling mount yagi donor antenna
- Ceiling mount omni server antenna
- Flexible, low loss RG-8 coaxial cable as required

Standard Rate

\$rate/week