



MASTER RENTAL AGREEMENT TERMS & CONDITIONS

This agreement is entered into on _____ by and between Western Data Systems Inc., 14722 Regnal, Houston, Texas 77039 (“Owner”), and _____ (“Renter”), whose address is: _____

Whereas, Owner is the owner of various pieces of equipment, and Whereas, Renter to further its business operations desires to obtain the use of certain pieces of Owner’s equipment, and Whereas, Owner desires to rent certain equipment to Renter on the terms and conditions set forth herein and Renter desires to rent such equipment on said conditions.

- 1. **INITIAL TERM:** The Rental term shall begin upon delivery and continue until the equipment is received back to the Owner’s facilities or Renter purchases the equipment.
- 2. **RENTAL FEES & PAYMENT TERMS:** Rental fees will be billed for all days the Renter maintains possession of the equipment. Payment terms are net 30 days unless otherwise stated. Payment method may be cash, check, wire transfer or credit card (Visa and MasterCard only). A late fee of \$25.00 will be assessed for any invoice not paid within 10 days after the due date.

3. **LOSS OR DAMAGE OF EQUIPMENT:**
(Initial ONLY ONE of the paragraphs below)

_____ All risks of loss or damage of the Equipment rented hereunder, from whatever cause, are hereby assumed by the Renter during the rental term, normal wear and tear excluded. Insurance is the responsibility of the Renter from the time the equipment leaves Owner’s office until it returns to Owner’s office.

_____ Renter accepts and agrees to purchase Loss Damage Waiver (LDW) protection through Western Data Systems for each rental item billed at 9% of the daily rental fee. This will cover all Replacement Costs in case of Theft or Physical Damage, with a deductible equal to 15% of the replacement cost of the rented equipment. LDW will be billed at a \$20.00 minimum per rental period. THIS LDW PROTECTION ONLY APPLIES TO RENTALS WITHIN THE CONTINENTAL UNITED STATES.

- 4. **OVERSEAS RENTALS:** Renter must supply a Certificate of Insurance issued by a U.S. Insurance Company naming Owner as additional insured and guaranteeing full replacement costs before any rental equipment leaves the Continental United States.
- 5. **RTKNET USE AND ACCESS:** Access to The RTKNet Cooperative Network (“Network”) is available for rent through WDS to customers desiring Real-Time Network (“RTN”) corrections. While the

Network will use commercially reasonable efforts to maintain continuous RTN service, Renter acknowledges that interruptions in service may occur and data availability is not guaranteed. As a result, neither WDS nor the Network shall be liable for the unavailability or accuracy of RTN data. Renter acknowledges data obtained through the Network is used at their own discretion.

- 6. **DEFAULT:** If Renter shall default in the payment of any rental or any other sum payable to Owner hereunder, and such default shall continue for more than five (5) days after Owner has demanded payment in writing, Owner may, at Owner’s option, by written notice to Renter, terminate this Agreement. In the event of any such termination, Owner shall also be entitled to recover from Renter all monthly rentals and reimbursements due and to become due under this Agreement with respect to the Equipment up to the time of the surrender thereof by Renter, together with interest at the highest legal rate and all costs and expenses (including attorneys’ fees) incurred by Owner in enforcing Owner’s rights hereunder.
- 7. **GOVERNING LAW AND JURISDICTION:** This agreement is to be governed by the laws of the State of Texas, with the courts of the County of Harris, Texas to have jurisdiction over any dispute arising hereunder.
- 8. **WAIVER:** Owner’s failure to timely exercise any right hereunder shall not be deemed a waiver of such rights.
- 9. **NOTICES:** All notices required to be given hereunder shall be given to the address first written above.
- 10. **DURATION OF AGREEMENT:** This will be considered a Master Rental Agreement and will stay in force and cover the present rental and all future rentals. Either party can rescind the terms of this agreement or void it with written notice prior to any new rental in the future. This agreement cannot be canceled or modified during periods when Renter has equipment belonging to Owner in his possession without both parties being in agreement with the changes.

This agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

Renter Authorized Signature: _____

WDS Signature: _____

Print Name & Title: _____

Name & Title: _____