

# Rental Agreement

THIS EQUIPMENT LEASE AGREEMENT (“Lease”) is made and effective by clicking the “Checkout” button as part of Checkout, by and between thesoundparcel.co, (“Lessor”) and current user (“Lessee”). By clicking on the “Checkout” button, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By clicking on the “Checkout” button, Lessee indicates acceptance of the modified Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**1. Disclaimer.**

Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

**2. Lease.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (“Equipment”): shown above in the “Contents” area during checkout.

**3. Term.**

The term of this Lease shall commence on the later of the first day of the selected rental period or the first attempt by the parcel carrier to deliver the item, and expire on the last day selected rental period. The Equipment must be return shipped to thesoundparcel.co on the last day of the rental. In the event the last day is a postal holiday, a shipping extension to the next delivery working day is granted.

Until the Lease is shipped back and shows up in the carrier’s possession, Lessee will be held liable. If the Lease does not show up as tracked with the carrier, Lessee will

be liable for the cost to replace the gear, or the late fees once the package begins to track with the carrier.

#### **4. Shipping.**

Lessee is responsible for the payment for the shipping of the Equipment to Lessee's premises and back to thesoundparcel.co. Lessor does not ship on federal holidays. Lessor will send Lessee an email at the email address Lessee has provided when Equipment is shipped. Lessor will send Lessee an email at the email address Lessee has provided when Equipment rented by Lessee is returned.

Lessor cannot guarantee when an order will arrive. Consider any shipping or transit time offered by thesoundparcel.co only as an estimate. Lessee is encouraged to order in a timely fashion to avoid delays caused by shipping or product availability.

Both the outbound (from Lessor to Lessee's premises) and inbound (from Lessee back to Lessor) shipping charges for the order will be paid in advance and in full. Use of shipping or delivery methods other than those arranged for or specified by the Lessor constitutes a violation of these terms. Said violation may result in the application of penalties/late fees as applicable.

The Lessee is responsible for bringing the package(s) to an authorized shipping location and having the package scanned. Furthermore the Lessee agrees to obtain a receipt for the transaction which shall be retained until Lessor notifies the Lessee that their rental is complete. Dropping the package(s) off in a drop-box, an unstaffed facility, 3rd party shipper, or mailroom facility DOES NOT constitute a safe return of thesoundparcel.co property and constitutes a violation of the terms of the Lease. Any loss occurred at the above listed unauthorized facilities will be entirely the responsibility of the Lessee. Any loss will be calculated at full retail value plus any resulting loss of use charges.

#### **5. Rent.**

Rent and a deposit, if applicable, must be paid in advance, in full.

## **6. Cancellations.**

Cancellations are made by contacting us via phone or e-mail and are subject to the following terms:

- a. Cancellation by Lessee of 24 hours or more before rental period is about to commence will result in no charge.
- b. Cancellation by Lessee of 24 hours or less before rental period is about to commence is not allowed, and will result in full charge.

## **7. Use.**

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment. Lessor is in no way responsible for Lessee's use of the Equipment and shall be indemnified by Lessee for any legal action resulting from Lessee's use of the Equipment, as explained in Sections 17 and 18 below.

## **8. Right to Lease.**

Lessor warrants that Lessor has the right to lease the Equipment, as provided in this Lease.

## **9. Order Acceptance Policy.**

Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. [thesoundparcel.co](http://thesoundparcel.co) reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any reason.

## **10. Ownership.**

The Equipment provided for rental, is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

## **11. Repairs.**

Lessor shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. Lessee shall not in any way repair or materially alter the physical or otherwise makeup of the Equipment. If Lessee does not comply with the above mentioned, and damage waiver is purchased on the rental item, damage waiver becomes void.

## **12. Lost, Damaged, or Unreturned Equipment.**

Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

In the event of damage of any kind to the Equipment, Lessee agrees to allow Lessor to charge Lessee's credit card for the full cost of repair of said damaged Equipment. Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. Lessee and Lessor agree to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment. Lessee will also allow Lessor to charge Lessee's credit card for loss of use fees in the event a damage waiver is not purchased on the parent rental order. Loss of use fees are the equivalent to an extension rate for the duration the equipment.

In the event of Equipment becoming damaged beyond repair, Lessees shall pay for a full replacement and shall not be entitled to ownership of the damaged Equipment.

In the unlikely event that the Equipment appears damaged when Lessee receives Equipment via shipment contractor, Lessee must notify Lessor immediately within three hours of receiving the shipment. Upon notification of suspected damage resulting from shipping of the Equipment, Lessor will send

Equipment to the manufacturer for inspection and repair. Lessee and Lessor agree to be bound, legally and otherwise, by the report of manufacturer.

In the event of default, or a lost or unreturned item, Lessor reserves the right to pursue civil and criminal remedies against Lessee, including, but not limited to, taking immediate possession of the Equipment; obtaining, by Lessee's credit card or otherwise, from Lessee the cost of the full retail price of a comparable substitute of Equipment and late fees assessed prior to deeming the Lessee in default or the Equipment lost or unreturned; notifying a collections agency, which immediately results in additional attorneys' and collection fees being charged to Lessor; filing of criminal charges; employing "skip tracer", private investigator, or repossession agency to collect the Equipment or goods sufficient to repay the value of the Equipment; and/or pursue any and all legal remedies against Lessee. Lessee will also forfeit all rights enumerated in the Privacy Policy of Lessor. These remedies are not exclusive. In the event of litigation to recover any such damages, Lessee is held responsible for all legal fees and costs incurred by Lessor.

Lessor is deemed to be in "default" if for any reason payment to Lessee is not delivered, is disputed, or is otherwise interrupted.

Equipment is deemed to be "lost" or "unreturned" when Lessee has failed to ship rented Equipment to Lessor within three (3) days of expiration of Term. If Lessee returns Equipment, in undamaged state, to Lessor within fifteen (15) days of expiration of Term, the charge to Lessee's credit card for the price of a comparable substitute will be refunded to Lessee by Lessor and a late fee will be charged to Lessee's credit card. Late returns are subject to a fee of twice the daily rental rate at the time of rental, for each day the Equipment is late. Returning an item late without notifying us first may cause Loss of Use fees to be applied in addition to the late fees. The amount of the Loss of Use fees will be calculated on a case-by-case basis. After fifteen (15) days, all sales are final. The Lessor will not be held liable for any damage to the Lessee's own or personal equipment used in conjunction with

the Lessor's Equipment.

### **13. Out-of-Stock Products and Multiple Product Orders.**

Lessor will ship product as it becomes available. There may be times when the product Lessee ordered is out-of-stock which will delay fulfilling Lessee's order. Lessor makes no guarantees as to availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each The Sound Parcel customer returns Equipment within the prescribed term period. Lessor will keep Lessee informed of any products that Lessee has ordered that are out-of-stock and unavailable for immediate shipment. If Equipment is out-of-stock or unavailable, Lessee may cancel the order at any time prior to shipping.

For a multiple product order, Lessor will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless Lessee notifies Lessor of their alternate wishes to this end. Lessee will only be charged for products contained in a given shipment, plus any applicable shipping charges. Lessee will only be charged for shipping at the rate quoted on Lessee's purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on an order requiring multiple shipments.

### **14. Surrender.**

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense via the shipping method of Lessor's choice. Ordinary wear and tear is to be determined at the discretion of the Lessor within the confines of the reasonably common and ordinary meanings of those terms. Lessee will be responsible for proper packaging of the return shipment using shipping and packaging materials as provided by Lessor in the order shipment. Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to condition of Equipment upon return. Lessor reserves

the right to accept Equipment upon return by Lessee and make determinations regarding the condition of the Equipment within a reasonable amount of time. Lessor's determination as to the condition of the Equipment upon return by Lessee is binding under this Section and Section 11 ("Lost, Damaged, or Unreturned Equipment.").

#### **15. Damage Waiver.**

Thesoundparcel.co offers Lessee the option to purchase a damage waiver for unintentional damage to the Equipment during the Rental Period. The determination of whether damage is unintentional and not abuse is at the sole discretion of thesoundparcel.co. In the event of damage covered by a damage waiver, the insured Lessee will pay thesoundparcel.co a deductible amounting to 50% of the value of a new item as the Equipment rented to Lessee. Valuation of the Equipment is within the sole discretion of thesoundparcel.co. A damage waiver does not cover lost or stolen items. A damage waiver does not cover water damage as that is considered to fall under the category of Lessee negligence. Also, any peripheral items in Lessee's rental are not covered including cables, power adapters, etc. If Lessee loses and/or damages these items, Lessee will need to pay for them to be replaced even if Lessee purchases a damage waiver.

#### **16. Taxes.**

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long

as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

**17. Limitation of Liability.**

THE CONTENTS OF THESOUNDPARCEL.CO WEBSITE, AND THE EQUIPMENT LESSOR DELIVERS ARE PROVIDED "AS IS." LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ABOUT EQUIPMENT'S ACCURACY OR FUNCTIONALITY. LESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THESOUNDPARCEL.CO WEBSITE, FOR ANY FAILURES, DELAYS, OR INTERRUPTIONS IN THE DELIVERY OF ANY CONTENT CONTAINED ON THESOUNDPARCEL.CO WEBSITE, FOR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED ON THESOUNDPARCEL.CO WEBSITE, OR FOR ANY CONDUCT BY USERS OF THESOUNDPARCEL.CO WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY LAW, LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE EQUIPMENT LESSOR DELIVERS, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, LESSOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THESOUNDPARCEL.CO WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

IN NO EVENT SHALL THESOUNDPARCEL.CO BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY EQUIPMENT OR THE INFORMATION ON LESSOR'S WEBSITE. WHILE LESSOR WILL MAKE A REASONABLE EFFORT TO

RETURN ANY NON-LESSOR PROPERTY IT RECEIVES, LESSOR WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.

**18. Indemnity.**

Lessee shall indemnify and save harmless Lessor against all loss, damage, expense and penalty, including reasonable attorneys fees, arising from, related to, or connected with any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased Equipment during the Term or while the Equipment is in the possession or control of Lessee.

**19. Waiver.**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

**20. Default.**

If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

B. To immediately take possession of Equipment without notice or demand to Lessee.

C. To sue for and recover all rents, and other payments, including lost rental income, then accrued or thereafter accruing.

D. To terminate this Lease.

E. To pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain

liable for full performance of all obligations to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

#### **21. Bankruptcy.**

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 12 ("Surrender.") above; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

**22. Additional Documents** / If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

#### **23. Claims of Copyright Infringement.**

It is the policy of thesoundparcel.co to respect the intellectual property rights of others. Thesoundparcel.co does not promote, foster, or condone the copying of photographs or any other infringing activity.

#### **24. Typographical Errors.**

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Lessor shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Lessor shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Lessee's credit card charged. If Lessee's credit card

has already been charged for the purchase and Lessee's order is canceled, Lessor shall immediately issue a credit to Lessee's credit card account in the amount of the incorrect price.

**25. Entire Agreement.**

This instrument constitutes the ENTIRE AGREEMENT between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any portion of the agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable.

**26. Assignment.**

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

**27. Headings.**

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

**28. Governing Law.**

This Lease shall be construed and enforced according to laws of the Commonwealth of Pennsylvania.

These Terms and Conditions will supersede any terms and/or conditions Lessee includes with any purchase order, regardless of whether Lessor signs the purchase order or not. Lessor reserves the right to make changes to this site and these Terms and Conditions at any time.