

Innovative Data Systems, Inc.
Rental Agreement

RENTAL FEES AND SERVICES:

Innovative Data Systems, Inc. (*Herein known as Renting Agent*) shall provide this equipment rental and service

To: _____ (*Herein known as Renter*).

Beginning the day after receipt of delivery scheduled for: _____ (*Date of Delivery*). The

renter intends to use the equipment for _____ Days, but may return it sooner without penalty. The Renting Agent will only charge the rental fee for the time the Renter has this equipment. The Renting Agent will allow for only 1 day for return shipment. If the Renter chooses a different method for return shipping, the Renter will be responsible for the additional rental days beyond the 1-day. The Rental fee will be \$50.00 for each day unless the Renter keeps the equipment for 5 days. Then the fee will be \$200.00. The additional fee for each additional day beyond the 5 days will be \$50.00 for each day, unless the equipment is kept for 10 days. Then the fee will be \$400.00. The additional fee for each day beyond the 10 days will be \$50.00 per day, not to exceed \$800.00. Once fees reach \$800.00, the Rental Agent will collect the entire deposit amount and transfer ownership of the equipment to the Renter. If at anytime afterward, the Renter would like the Rental Agent to process the information collected with the equipment, they must return ownership back to the Rental Agency and pay a processing fee of \$100.00. All fees are in US dollars.

The Renter understands that the credit card listed will be charged to hold the deposit amount of \$900.00. The Renter will use V-Track, as it is intended and will be responsible for the full deposit amount if it is lost or damaged beyond repair. If the unit is damaged, The Renter will be responsible for the repair costs in addition to the rental fees charged, up to, but not exceeding \$800.00 per unit, plus shipping charges.

Rental fees will accumulate from the day after the unit is received at the facility indicated herein until the day before it is returned and received by Innovative Data Systems at 205 Sayville Boulevard, Sayville, NY 11782. The unit will be shipped to Renter with a return carton, pre-labeled and freight pre-paid to facilitate its return. The Renter is responsible for shipping charges to their facility and back to the Rental Agent in advance. This amount will be charged on the supplied credit card in addition to the rental fees.

REPORT REQUEST:

The Renter would like the activity report to list any stops made with the duration of the stops to be equal to or longer than _____ minutes. This report should be () **faxed** to _____ or

() **emailed** to the following address _____ . The Renting Agent must contact the

Renter BEFORE sending the report(s) please check one: () **YES** () **NO**

- CONTINUED -

CONFIDENTIALITY:

Within the guidelines of local and federal laws, The Rental Agent agrees to not disclose that it has rented or provided service to the Renter to any party outside of this agreement with exception to the processing credit card company or agents of theirs. Within the guidelines of local and federal laws, the Rental Agent and all of its employees will treat all information obtained through the V-Track system in strict confidence and shall under no circumstances share this information with anyone except the Renter signing this agreement. Once the report is delivered, all of the data collected will be completely deleted from the V-Track unit and any PC used to process the information within 3 days unless the Renter requests that it be saved.

GOVERNING LAW:

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, and shall be binding upon the parties hereto in the United States and worldwide. All claims or proceedings arising out of or relating to this Agreement shall be litigated in courts located within the town of Islip, county of Suffolk and state of New York, and both parties hereby consent and submit to the jurisdiction of the state and federal courts located in the town of Islip, county of Suffolk and state of New York.

WARRANTY:

If it has been determined that the unit was installed correctly but failed to produce satisfactory data, the Rental Agent will rent the unit to the Renter again for the same number of days as the original rental without additional rental fees or the Rental Agent may refund the rental fees at the Rental Agent's discretion. Shipping and Handling will still be the responsibility of the renter.

CREDIT CARD USED FOR DEPOSIT AND FEES:

CARD HOLDER'S NAME: _____

CARD NUMBER: _____ EXP DATE: _____

CARD BILLING ADDRESS: _____

AMOUNT CHARGED: **\$ 900.00 USD**

CARD HOLDER'S SIGNATURE: _____

I authorize the Rental Agent to charge this account for the above deposit amount. I understand that the Rental Agent will issue a credit back to this account if there is a credit balance after the associated fees have been calculated from this agreement.

- CONTINUED -

SHIPPING INFORMATION:

V-Track Equipment should be shipped to:

DATE REQUESTED: _____

NAME: _____

STREET: _____

CITY: _____ STATE/PROV. _____

ZIP/POSTAL CODE _____ COUNTRY: _____

TELEPHONE: (_____) _____ FAX: (_____) _____

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this _____ day of _____, 2005.

(COMPANY) (Renter)

(STREET)

(CITY, STATE/PROV ZIP/POSTAL CODE)

TELE NO.)

(FAX NO.)

(SIGNATURE)

(PRINT NAME)

(TITLE)

INNOVATIVE DATA SYSTEMS, INC.
(Rental Agent)

205 Sayville Boulevard

Sayville, NY 11782

(631) 244-0069

(631) 256-8454 (fax)

(SIGNATURE)

(PRINT NAME)

(TITLE)