

ACTIVE TAG/SYSTEM RENTAL ORDER FORM



6001 Old Boonville Hwy
Evansville, IN 47715
+1 812 760 6692
active.rentals@chronotrack.com

ORDER INFORMATION

Company _____
 Contact _____
 Phone _____ Timer Code _____
 Email _____
 Order date _____

BILLING

Company _____
 Contact _____
 Address _____
 City _____ State/Province _____
 Postal Code _____ Country _____
 Phone _____ Ext. _____

SHIPPING

Same as billing

Company _____
 Contact _____
 Address _____
 City _____ State/Province _____
 Postal Code _____ Country _____
 Phone _____ Ext. _____
 Residential Commercial

EVENT INFORMATION

Event Name _____
 Need by Date _____
 Planned Return Date _____

EQUIPMENT INFORMATION

Active Systems Needed _____
 Active Tags Needed _____
 Preferred Starting Number _____
 Preferred Ending Number _____

EQUIPMENT RENTAL FEES

Active Tags (without registration)	
50 – 249	each
250 – 499	each
500 – 749	each
750 or more	each

Active Tags (with registration)	
50 – 99	each
100 – 249	each
250 – 499	each
500 – 749	each
750 or more	each

Active Systems	
1 – 4	each
5 or more	each

SPECIAL INSTRUCTIONS

See next page to review and accept Rental Agreement.

CHRONOTRACK STAFF USE ONLY

Confirmed ship date	Confirmed return by date	Confirmed by

RENTAL FEE

Registration with ChronoTrack/Athlinks

Total rental fee:

Prices as of September 2018. Prices subject to change without notice.

Chronotrack brand products are sold by Athlinks, Inc., a subsidiary of Life Time, Inc. ("Life Time"). Life Time reserves all federal, state, and common law rights for words, phrases, symbols, and designs used for the Chronotrack business. The following is a non-exhaustive list of Life Time's trademarks and service marks: "ChronoTrack", "B-Tag", "D-Tag", and "FlashPoint".



RENTAL AGREEMENT

This Equipment Rental Agreement (this “**Agreement**”), effective as of the date the Equipment Rental Agreement is accepted by ChronoTrack (the “**Effective Date**”) and is entered into by and between CHRONOTRACK SYSTEMS CORP., a Delaware corporation with offices at 2902 Corporate Place, Chanhassen, Minnesota 55317 (“**ChronoTrack**”), and the entity listed as the Renter above (the “**Renter**”). ChronoTrack and Renter are sometimes together referred to herein as the “**Parties**” and each a “**Party**”.

- A. ChronoTrack is in the business of distributing and leasing certain active sports timing products, including Active Tags and Active Transceivers for sports activity timing.
- B. Renter desires to rent certain Active Tags and/or Active Transceivers from ChronoTrack for its own use in sports activity timing.

The parties hereby agree to the following terms and conditions:

1. **Equipment Rental.** ChronoTrack hereby rents to the Renter, and the Renter hereby rents from ChronoTrack, the personal property identified on the Active Tag/System Rental Order Form (the “**Equipment**”), all of which is to be used by the Renter in connection with timing the sporting event(s) as described in the Active Tag/System Rental Order Form (the “**Event**”).
2. **Term and Rental Return Deadline.** The term (the “**Term**”) of this Agreement shall commence on the Effective Date and terminate on the date on which all obligations of the parties have been met (the “**Termination Date**”). Renter shall return all Equipment by the end of the Equipment Rental Return Deadline as described in the Active Tag/System Rental Order Form.
3. **Equipment Rental Fees, Shipping Costs and Late Charges.** The Renter shall pay to ChronoTrack the Equipment Rental Fees as set forth on the Active Tag/System Rental Order Form. ChronoTrack will bill for shipping costs for the Equipment to be shipped to Renter and Renter is responsible for paying return shipping costs. ChronoTrack shall issue an invoice for all Equipment Rental Fees, shipping costs or any other fees applicable to ChronoTrack. **Payments shall be made payable to ChronoTrack Systems Corp. at 1795 Dogwood Street, Ste. 400, Louisville, CO 80027. ChronoTrack reserves the right to require pre-payment or a deposit prior to shipment of the Equipment.**
4. **Ownership and Use.** The Equipment shall at all times be the sole and exclusive property of ChronoTrack. The Renter shall have no rights or property interest in the leased property, except for the right to use it in the Event or as otherwise approved by ChronoTrack. The Renter shall keep the Equipment at all times free and clear from all claims, levies, liens and encumbrances of any kind. The Renter shall give ChronoTrack immediate notice of any such attachment or other judicial process affecting the Equipment. The Renter shall not pledge, lend, create a security interest in, re-rent or part with possession of the Equipment or any part thereof or attempt in any other manner to dispose of the Equipment, or remove the Equipment or any part thereof, without ChronoTrack’s permission. The Renter shall use the Equipment in accordance with all applicable instructions and recommendations provided by ChronoTrack.
5. **Cleaning; Return and Shipping.** The Renter shall keep the Equipment in good condition and maintain and clean the Equipment as designated by ChronoTrack. At the end of the Term, Renter shall at its own expense return the Equipment to ChronoTrack as described herein in as good condition as when received, except for reasonable wear and tear, by the Equipment Return Deadline in Exhibit A. Any cleaning of the Equipment required at the time of return may be charged back to the Renter at ChronoTrack’s then current pricing for the cleaning Equipment. All shipments must be returned via major carrier to: ChronoTrack Systems Corp., 111 E. Diamond Ave., Evansville, IN 47711. **ChronoTrack strongly suggests purchasing insurance on shipping.**
6. **Risk of Loss, Equipment Malfunction.** Renter shall bear all risk of loss for the Equipment during the Term and during transport from Renter to ChronoTrack. Renter shall reimburse ChronoTrack for the replacement value of any lost or damaged Equipment, for any reason, including but not limited to accidental damage or damage due to the elements. If a deposit was required, ChronoTrack may deduct any charges for lost or damaged Equipment from such deposit.
7. **Disclaimer of Warranties and Limitation of Liability.** NO WARRANTIES EXPRESSED OR IMPLIED ARE GIVEN IN RESPECT OF EQUIPMENT, AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, INFRINGEMENT AGAINST USE OR THAT USE INFRINGES UPON THE RIGHTS OF A THIRD PARTY, NOR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION OR SPECIFICATION OF THE RENTER, IS HEREBY EXPRESSLY DISCLAIMED AND IT BEING AGREED THAT THE EQUIPMENT IS RENTED BY RENTER “WHERE IS, AS IS”. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHRONOTRACK SHALL HAVE NO WARRANTY LIABILITY FOR THE EQUIPMENT. RENTER AGREES THAT NO EMPLOYEE OR AGENT OF CHRONOTRACK IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE EQUIPMENT, AND THAT NO SUCH REPRESENTATION OR WARRANTY HAS BEEN MADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RENTER AGREES THAT CHRONOTRACK SHALL NOT BE LIABLE (AND WILL NOT ASSERT ANY CLAIM AGAINST CHRONOTRACK) FOR ANY DEFECTS, EITHER LATENT OR PATENT, MALFUNCTIONS IN ANY PIECE OF EQUIPMENT, LOSS OF DATA, OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES IN CONNECTION THEREWITH OR ARISING THEREFROM WHETHER INJURY TO PERSON OR PROPERTY, OR FOR ANY LOSS OF USE THEREFOR OCCASIONED BY RENTER’S INABILITY TO USE THE EQUIPMENT FOR ANY REASON WHATSOEVER. **CHRONOTRACK STRONGLY RECOMMENDS USE OF A BACKUP SYSTEM IN ACCORDANCE WITH TIMING BEST PRACTICES.**
8. **Indemnity.** Renter assumes liability for and shall indemnify and hold harmless ChronoTrack, its agents and servants, from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against ChronoTrack in any way relating to or arising out of this Agreement or Renter’s use of the Equipment. The indemnities contained in this Section 7 shall continue in full force and effect, notwithstanding the termination of this Agreement.
9. **Breach.** ChronoTrack may terminate this Agreement, upon fifteen (15) days prior written notice: (i) upon default in any payment by Renter to ChronoTrack when due; or (ii) upon a breach of any other condition of this Agreement to be performed or observed by the Renter. Such termination, however, shall not release the Renter from the payment of damages sustained by ChronoTrack or any other payments due hereunder. ChronoTrack shall not be prejudiced from pursuing all other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other conditions of this Agreement.
10. **Notices.** All notices required by this Agreement shall be in writing and shall be deemed given as of the date received, and shall be personally delivered or sent either by registered or certified mail, return receipt requested, by nationally recognized overnight courier, or by electronic correspondence with a follow up delivery of one of the aforementioned delivery methods, addressed to the parties at the addresses set forth in the preamble above.
11. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
12. **Governing Law and Binding Agreement.** This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

BY SELECTING “I ACCEPT” AT THE END OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU WILL SAVE OR PRINT A COPY OF THIS AGREEMENT AND THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS AND AGREE TO BE LEGALLY BOUND BY IT AND ITS TERMS AND CONDITIONS.

I accept the above rental terms and conditions.

Date _____