

AUDIO/VISUAL RENTAL EQUIPMENT AGREEMENT

The RENTAL AGREEMENT is made between Digital Communications & Display, LLC ("Rentor") and the person and/or firm to whom this invoice is directed ("Rentee")

1. TERMS/RENTAL/PAYMENT: This is a lease of the equipment and accessories (hereinafter collectively referred to as "equipment") described. The term of this lease, unless otherwise specified, is from day to day with rental payable within terms specified and agreed to by Rentor and Rentee; Rentee agrees to pay such rental promptly when due.
2. LOCATION: The equipment shall be used only at the locations specified and shall not be removed from these locations without Rentor's prior written consent.
3. COMPLIANCE WITH LAWS, LABELS: Rentee shall comply with all laws, ordinances and regulations in anywise relating to the use, operation or maintenance of the equipment. Rentor's property labels shall not be removed. Rentee is responsible for removing Rentee's identifying labels before returning the equipment.
4. ACCEPTANCE: Rentee acknowledges that he has fully inspected and accepted said equipment in good condition and function.
5. INSPECTION: At all times during business hours, Rentor shall have the right to inspect the equipment or observe its use.
6. ALTERATIONS: Rentee shall not make any alternations, additions or improvements to the equipment without written consent of the Rentor.
7. LOSS AND DAMAGE: Rentee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever, except as otherwise provided in following paragraph.
8. SURRENDER: Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all accessories (including, but not limited to, sensors, connectors, cable, terminations, power cords operation, or maintenance manuals, and test charts furnished by Rentor to Rentee in good repair, in the same condition as said equipment was at the time of delivery thereof to Rentee, ordinary wear and tear resulting from the proper use thereof alone excepted.
9. LIENS: Rentee shall keep the equipment free and clear of all liens and encumbrances whatsoever.
10. WARRANTY: Rentee acknowledges and agrees that Rentor makes no warranty, express or implied, regarding the equipment, including without limitation any warranty or merchantability or fitness for any purpose. Rentor's obligation to Rentee shall be limited to the repair or replacement of equipment which is defective when delivered to Rentee, and Rentee agrees that this shall be its sole and exclusive remedy against Rentor.
11. DEFAULT: Upon Rentee's default or breach of any provision hereof, or upon the happening of any event expressed in the following paragraph (12) hereof, Rentor shall have, in addition to all legal remedies available to him, the right to take possession of any or all items of equipment, without demand or notice, wherever the same may be located, without any court order or other process of law and Rentee hereby waives any and all damages occasioned by said taking.
12. BANKRUPTCY: Neither this Rental Agreement nor the equipment is assignable or transferable by operation of law, if any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Rentee, or if the Rentee is adjudged insolvent, or makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of 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 Rentee is a party with authority to take possession or control of any items of the equipment, Rentor shall have and may exercise any one or more of the remedies set forth in paragraph 11 hereof. This Rental Agreement shall, at the option of the Rentor, without notice, immediately terminate and shall not be treated as an asset of Rentee after the exercise of said option.
13. RENTOR'S EXPENSES: Rentee shall pay Rentor all costs and expenses, including attorney's fees, incurred by Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
14. ASSIGNMENT, ETC: The Rental Agreement and/or the equipment may not be assigned, transferred, pledged, hypothecated, sublet or lent by Rentee to anyone without prior written consent of Rentor. Rentor may assign the Rental Agreement and/or mortgage and/or sell said equipment subject to the terms hereof.
15. CANCELLATION: Cancellation prior to 24 hours of commencement of the rental period is not subject to charge. Cancellation within 24 hours of commencement of the rental period is subject to charge for technician's time. Cancellation once technician has departed for the rental site will be charged in full.

IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE TERMS OF YOUR RENTAL WITH US. NO SIGNATURE IS NECESSARY TO ENFORCE THE RULES OF RENTING EQUIPMENT FROM US. BY TAKING POSSESSION OF ANY ITEM OF EQUIPMENT, YOU HAVE IMPLICITLY AGREED TO OUR TERMS.

AUDIO/VISUAL RENTAL EQUIPMENT AGREEMENT (CON'T)

1. LATE FEES:

A late fee will be assessed for any rental not returned on or before the agreed date and time listed here: _____ (date) by _____ AM/PM (time). The late fee will be at MINIMUM one additional day charge on the entire order total and at MAXIMUM, the cost to replace the item or items that are not returned (plus any direct costs incurred during the process – ie. Legal fees, court costs, shipping, etc.). If you can not make the return time, you must call our office to let us know you will be late. We can not help you if you don't make us aware of your situation.

DAMAGED OR LOST/STOLEN ITEMS:

Any damaged, broken, or no longer functional equipment returned will be assessed within 72 hours and the customer provided with an estimate for repair or replacement. By renting equipment from us, you agree that it is your responsibility to replace or repair any equipment that is damaged or broken in any way during your rental. Lost or stolen items are the responsibility of the renter. If any item is stolen while in your possession, it is your responsibility to file a report with the police and a copy of this report must be provided to us within 1 business day. You will still be held responsible for the cost of the stolen items (replacement) at the discretion of Digital Communications & Display, LLC.

CANCELLATIONS/NO SHOW:

Any rental not picked up, or accepted during delivery attempt – will be charged in full unless we are given 24 hours notice of cancellations. Digital Communications & Display, LLC is not responsible for malfunctioning or non-functional equipment. We will do everything within our power to provide a replacement rental, but not all cases are possible. If the equipment you rent is non-functional, you MUST call our office and speak with a technician OR leave a voicemail or email message at the time of use describing the issues to qualify for any consideration of refund or partial refund. Any personal injury incurred during the use or while in possession of our equipment is not the responsibility of Digital Communications & Display, LLC.

******PLEASE NOTE******
BY UTILIZING THIS RENTAL EQUIPMENT, YOU AUTOMATICALLY AND IMPLICITLY AGREE TO THESE TERMS AND CONDITIONS. BY ACCEPTING A RENTAL FROM US, YOU HAVE AGREED TO ALL OF THE ABOVE TERMS AND CONDITIONS.

NO SIGNATURE IS REQUIRED TO ENFORCE OUR RENTAL REGULATIONS, HOWEVER WE DO ASK YOU TO SIGN TO ENSURE YOU HAVE AN UNDERSTANDING OF THE AGREEMENT YOU ARE ENTERING INTO.

I HAVE READ AND AGREE TO THIS ENTIRE AGREEMENT: _____
SIGNATURE

_____/_____/_____
DATE

EQUIPMENT PICK UP OR DELIVERY ACCEPTANCE:

RENTAL # _____

I HAVE RECEIVED THE EQUIPMENT LISTED ON THIS RENTAL DOCUMENT AND UNDERSTAND MY RESPONSIBILITIES:

ACCEPTING PERSON: _____

SIGNATURE: _____

DATE: _____

TIME: _____

COPY OF DRIVERS LICENSE:

COPY OF CREDIT CARD:

CVC CODE: _____

BILLING ADDRESS:

EMPLOYEE: _____ **DATE:** _____ **TIME:** _____