

Universal Light And Sound

EQUIPMENT RENTAL AGREEMENT

This Equipment Lease Agreement (the "Agreement") is made and entered into, by and between, Universal Light and Sound NYC ("ULS") and the undersigned Customer ("Customer") collectively referred to as the "Parties". The Parties agree as follows:

- EQUIPMENT:** ULS hereby rents to the Customer the following equipment specified in ULS's invoice.
- RENTAL PERIOD:** The rental period consists of a maximum of eight (8) hours or the time specified in ULS's invoice. The rental period will commence at the time the Equipment is delivered to the Customer by ULS and terminates at the time it is retrieved by ULS from the location specified in ULS's invoice. Delivery of the Equipment occurs when the Equipment enters the location specified in ULS's invoice. The Equipment is received by ULS once ULS removes the Equipment from the location specified in ULS's invoice. A rental period that exceeds eight hours or the time specified in ULS's invoice is subjected to an additional charge.
- RENTAL CHARGES:** Customer shall pay rental charges for the Equipment as stated in the ULS invoice attached to this agreement.
- PAYMENT:** Payment for the Equipment shall be made electronically to ULS via PayPal. Payment must be completed at least forty-eight (48) hours before the event date to maintain a confirmation of service. A confirmation of service will become void if an electronic payment via PayPal is not completed within this period. An alternative method of payment must be requested at least 48 hours prior to your event date to maintain confirmation of service. An alternative method of payment is subjected to approval. Failure to complete payment at least 48 hours prior to your event date will remove any obligation from ULS to provide service for your event.
- LATE CHARGES:** A Twenty percent (20%) charge of the total rental price specified in ULS's invoice will be incurred for each 20 minute increment past the time specified in ULS's invoice for which the Equipment is not available for pickup. Charges for exceeding the time specified in ULS's invoice become effective 10 minutes past the eight-hour rental period or time specified in ULS's Invoice. Charges for exceeding the time specified in the ULS invoice must be paid at the time incurred or service will be terminated.
- CONFIRMATION:** Equipment for an event must be reserved with a written confirmation received by ULS prior to your event date. An expressed reply from ULS is required to complete the confirmation process. Equipment for an event is not to be considered confirmed until ULS issues a reply expressing confirmation of our service. Confirmations from Customer received by ULS less than two calendar days from an event date are subject to an additional charge.
- REFUND:** All refunds are subject to approval from ULS. Refunds will be issued in part or in whole based on approval from ULS. Approved refunds will be issued in the payment type received by ULS. A 10% refund fee will be deducted from the total payment scheduled for refund. Unless specified, a refund in part or full will remove any obligation from ULS to provide service for an event.
- LOCATION USE:** Equipment must remain at the location specified in the ULS invoice for the duration of the rental period and shall only be used in said location. Equipment shall remain where it is placed at delivery for the duration of the rental period. Customer **shall not** move or reposition the Equipment unless such move or reposition is necessary to prevent injury to persons or damage to the Equipment. ULS is not responsible for any loss, damage, injury to any person or property as a result of the Customer moving or repositioning the Equipment.
- SAFE EQUIPMENT USE:** Customer is responsible for the safe use of ULS's Equipment. Customer must maintain a safe environment for use of ULS's Equipment. ULS is not responsible for any loss or damage to property or persons resulting from the use of ULS's Equipment unless such loss or damage is caused by the sole negligence or willful misconduct on the part of ULS. ULS is not responsible for loss or damage to an event space resulting from the Customer's use of ULS's Equipment unless such loss or damage is caused by sole negligence or willful misconduct on the part of ULS. ULS is not responsible for injury to any person resulting from the Customer's use of ULS's Equipment unless such injury is caused by sole negligence or willful misconduct on the part of ULS.
- CARE OF EQUIPMENT:** Customer is responsible for care of equipment and agrees to provide proper care of Equipment during period of rental. The Equipment must be returned to ULS in good working condition at end of the rental period. Customer shall not modify, alter, or make any change to the Equipment. Customer is responsible for the protection of equipment and shall be liable for any loss or damage incurred to Equipment during rental period.
- IDENTIFICATION:** A valid Drivers License (or State ID) along with a valid credit card may be required at the time of delivery. The name of the person entering into this contract with ULS must match the identification and credit card provided. Your credit card will not be charged if the Equipment is returned to ULS without loss or damage at the agreed pick-up time.
- OWNERSHIP:** The Equipment is and shall remain the exclusive property of ULS.
- INSURANCE:** Customer shall maintain insurance on the Equipment covering any loss or damage to the Equipment. Upon request by ULS, Customer shall provide a certificate of insurance with ULS as loss payee. Customer shall maintain Liability Insurance in the amount of one million dollars (\$1M) per occurrence/two million dollars (\$2M) general aggregate and one million dollars (\$1M) Products And Completed Operations occurrence/aggregate, in addition to One Hundred Thousand Dollars (\$100,000) in Premises Liability.
- INDEMNIFICATION:** Customer shall indemnify and hold ULS harmless from any liability for losses, claims, injury to or death of any person, including Customer, or for loss or damage property or Equipment, including loss of income, arising from Customer's use and possession of the Equipment or from the acts or omissions of any person or persons, including Customer, during the rental period, except for damages, claims or losses due to ULS's sole negligence or willful misconduct.
- SUBLETTING/ASSIGNMENT:** Customer shall not sublet the Equipment without written consent from ULS.
- ARBITRATION:** Any dispute arising out of or relating to this Agreement must be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.
- WAIVER:** The failure of ULS to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of ULS's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Equipment Rental Agreement is made by and between Universal Light and Sound (ULS) and the representative named below:

Name (Printed) #1 _____

Name (Signed) #2: _____

Date: _____