

ULS-NYC: Equipment Rental Agreement

RENTAL CONTRACT:

This Contract is made and entered into, by and between, Universal Light and Sound (ULS), and Customer. Confirmation of any rental between ULS and Customer indicates the Customer accepts the terms of this Equipment Rental Agreement. The Customer is only released from liability in part from a section of this rental agreement if negligence or misconduct is proven in the service provided by ULS in relation to that section of this rental agreement were the liability of the Customer is in question.

OWNERSHIP:

It is expressly understood and agreed that this is a contract of rental only, and that nothing contained in this agreement shall be construed as conveying to the Customer any right, title, or interest in the equipment, other than as a rental. In consideration of the rental fees, the Customer is granted use of the equipment specified in the invoice for the period of rental.

PERIOD OF RENTAL:

A period of rental consists of a maximum eight hours or the times specified in ULS's Invoice. The period of rental will commence at the time that the equipment is delivered by ULS, and terminate at the time that it is received back by ULS from the location specified in ULS's Invoice. Delivery of equipment has occurred once the equipment has entered the location specified in ULS's Invoice. The equipment has been received back once ULS has removed the equipment from the location specified in ULS's Invoice. Periods of rental longer than eight hours or longer than the times specified in ULS's Invoice are subject to an additional charge.

CHARGES FOR EXCEEDING PERIOD OF RENTAL:

The period of rental can not exceed eight hours or the time specified in ULS's Invoice. Equipment must be available for pick up within eight hours of deliver or at the time specified in ULS's Invoice. A 50% charge of the total rental price specified in ULS's Invoice will be incurred for each 20 min 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 7 minutes past the eight hour rental period or the time specified in ULS's Invoice. Charges for exceeding the time specified in the Rental Quotation must be paid at the time incurred or service will be terminated.

CARE OF EQUIPMENT:

Customer is responsible for care of equipment and agrees to provide proper care of equipment during period of rental. All equipment must be return in good working condition at end of the rental period. Customer shall not perform any modifications, alterations, or changes to the rented equipment. Customer is responsible for the protection of equipment. Customer is liable for ANY damages incurred to equipment during period of rental due to the negligence or willful misconduct of Customer. In no event shall Customer be responsible for any damage to the equipment caused by the negligence or willful misconduct of ULS.

SAFE EQUIPMENT USE:

Customer is 100% responsible for the safe use of ULS's equipment. Customer must maintain a safe environment for use of ULS's equipment. Customer agrees ULS is not responsible for any damages to property or personnel resulting from ULS's equipment unless caused by the negligence or willful misconduct of ULS. Customer is 100% responsible for any damages to an event space resulting from ULS's equipment unless caused by the negligence or willful misconduct of ULS. Customer is 100% responsible for any injuries to any person resulting from ULS's equipment unless caused by the negligence or willful misconduct of ULS. In no event shall Customer be responsible for any injures to any person or damage to an event space caused by the negligence or willful misconduct of ULS.

LOCATION USE:

Equipment must remain at the location specified in the Rental Quotation for the duration of the rental period. Equipment is for use only in the location specified in the Rental Quotation. Equipment will remain where it has been placed at delivery for the duration of the rental period. Customer CAN NOT move or reposition equipment unless safety of guests or damage of equipment is placed at risk. ULS is not responsible for any damage or injuries to any person as a result of the Customer moving or repositioning equipment for any reason.

IDENTIFICATION:

A valid Drivers License (or State ID) along with a valid credit card may be required at the time of delivery. The full name of the person entering into contract with Universal Light and Sound (ULS) must match the identification and credit card provided. No charges will be made against the provided credit card if equipment is returned without damage at the agreed time for pick-up.

CONFIRMATION:

Equipment for an event must be reserved with a written confirmation received by Universal Light and Sound prior to your event date. An expressed reply from Universal Light and Sound is required to complete the confirmation process. Equipment for an event is not to be considered confirmed until Universal Light and Sound has issued 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.

PAYMENT:

As a standard, an electronic payment via Pay Pal is required for all transactions. Customer must complete an electronic payment via Pay Pal at least 48 hours prior to the event date to maintain a confirmation of service. A confirmation of service will become void if an electronic payment via Pay Pal is not completed within this period. An alternative payment type including Cash, Bank Certified Check, Money Order, Business Check and Google Check-out must be requested at least 48 hours prior to your event date to maintain a confirmation of service and are subject to approval. Failure to complete payment at least 48 hours prior to your event date will remove any obligated from Universal Light and Sound to provide service for an event.

VOID:

ULS may terminate this agreement at any time for reasons of misuse, neglect, or un-safe use of the equipment provided by Customer. Customer agrees ULS is not responsible for any damages resulting from a termination as a result of misuse or neglect of the equipment provided. No refund will be issued for terminations resulting from misuse, neglect, or un-safe use of the equipment provided.

REFUND POLICY:

All refunds are subject to approval from Universal Light and Sound. Refunds will be issued in part or in whole based on approval from Universal Light and Sound. Approved refunds will be issued in the payment type received by Universal Light and Sound. 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 Universal Light and Sound to provide service for an event.

**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: _____