

EQUIPMENT RENTAL AGREEMENT

EQUIPMENT RENTAL TERMS & CONDITIONS

1. **LEASE.** Customer has agreed to rent from **The Michigan Theatre of Jackson**, hereinafter referred to as **MTJ**, the equipment listed on the rental invoice and, if applicable, to obtain services from **MTJ** as detailed on the rental invoice.
2. **TERM.** The initial term of this rental or service commences upon receipt and ends on the date specified on the rental invoice, unless renewed in advance, by fax, email or signed agreement. An additional charge will apply to late equipment returns by Customer.
3. **CANCELLATION.** Customer may cancel this rental agreement by written notice delivered to **MTJ** no less than 36 hours prior to delivery or pickup by Customer. If cancellation is attempted less than 36 hours before equipment pick up, Customer must pay any reasonable costs incurred by **MTJ** to prepare the equipment for rental, transportation costs, etc.
4. **RENT.** Customer will pay rentals for term indicated, whether or not equipment is used and will pay rent for each continuation term, which shall be due up to complete equipment return to **MTJ**. Requests for goods, labor, or other costs incurred due to circumstances beyond **MTJ**'s control will be additional charges to Customer, subject to sales/use tax. All payments must be made in US Dollars. Past due invoices aging 45+ days shall accrue a monthly finance charge of 1.5%.
5. **SPECIAL ORDERS.** If an order is cancelled after issuing a Purchase Order or making a deposit, **MTJ** may pass along any restocking fee charged to them for the cancellation. **MTJ** may also charge for any irreversible costs incurred by the cancellation, i.e. credit card fees. A credit will be issued for any remaining balance from the deposit. No cash refund will be issued. **MTJ** will invoice for any charges not sufficiently covered by deposit monies received.
6. **SECURITY DEPOSIT.** A security deposit will be required, if indicated on the rental invoice. **MTJ** reserves the right to apply the security deposit to cover any Customer default. Upon lease termination, if Customer has fulfilled all terms/conditions, **MTJ** will return the security deposit balance.
7. **DELIVERY AND PICKUP CHARGE / WAITING TIME.** Customer agrees to pay the Delivery and Pick up charges. Wait time after 30 min. is \$45/hr.
8. **INSPECTION.** Customer will inspect all equipment upon receipt prior to any use and shall continuously inspect the equipment on a regular basis throughout the rental term. Unless Customer gives **MTJ** written notice of a defect within 48 hours after receipt of equipment, it shall be conclusively presumed that equipment is in acceptable condition.
9. **USE.** Customer shall use equipment in careful manner and comply with all laws and industry standards pertaining to its possession, use or maintenance. Customer agrees to have persons with experience and training to setup, operate and dismantle the equipment. Time spent correcting failures due to operator error will be billed to Customer.
10. **LOCATION.** The equipment shall be delivered and thereafter kept at the address on the contract and shall not be removed without prior written consent of **MTJ**. If the equipment is to be used on a tour, the dates and locations are to be provided as part of this contract.

- 11. RESPONSIBILITY.** Unless the rental invoice states that **MTJ** will dismantle the equipment at the end of the rental term and return the equipment to the **MTJ** warehouse, Customer shall return all of the equipment in good repair with cable neatly coiled and with equipment in the cases as received. Equipment shall not be considered returned until completely counted and checked by **MTJ** personnel on site or at the theatre. Customer is to plan time on site to review equipment to be returned prior to the equipment leaving the building. The customer is responsible for being familiar with the proper use, care and operation of the equipment.
- 12. ALTERATIONS.** Customer shall not make any alterations, additions or improvements to the equipment without **MTJ** prior written consent.
- 13. INDEMNIFICATION.** Customer shall indemnify and hold **MTJ** harmless, and defend **MTJ** at Customer's expense from all claims, actions and suits arising from the use of equipment by any person, including Customer employees, arising for any reason or cause, except for willful misconduct on the part of **MTJ**.
- 14. LOSS AND DAMAGE.** Customer shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause. In the event of damage, loss, theft or destruction of equipment for any reason, Customer shall notify **MTJ** in writing within 12 hours of discovery. If equipment is stolen, a police report is to be made by the Customer on site. If **MTJ** determines that any item of equipment is damaged beyond repair, Customer shall pay **MTJ** all of the following (a) all amounts then owed by Customer to **MTJ** under this lease, (b) the fair market value of said item on the date of such loss. If any item of equipment is damaged, and in the opinion of **MTJ** may be repaired, Customer agrees to pay the cost of complete repair, including freight and lost rental income while in repair or transit.
- 15. OWNERSHIP.** The equipment is the property of **The Michigan Theatre of Jackson**. Customer will not acquire title to the equipment. Rental charges cannot be applied to any subsequent equipment purchase.
- 16. LIENS.** Customer shall keep the equipment free and clear of all liens and encumbrances. Customer shall pay all charges and taxes (local, state and federal) imposed upon possession and use of the equipment, excluding, however, taxes on the income of **MTJ**.
- 17. ASSIGNMENT.** Customer shall not (a) assign, transfer, pledge or otherwise dispose of this lease or (b) sublet or lend the equipment or permit it to be used by anyone other than Customer employees or individuals under Customer's direct supervision. Customer assumes all responsibilities for loss, theft, or damage to the equipment while in Customer's possession.
- 18. DEFAULT.** If Customer fails to pay monies owed or if Customer fails to perform any other provision of this contract, **MTJ** shall have the right to exercise any of the following options: (a) sue for and recover all monies due accrued under this lease, (b) take possession of any or all of the equipment, wherever located, without demand or notice, without any court order or other process of law, and without incurring any liability to Customer, for any damages occasioned by such taking of possession, (c) terminate this lease as to any or all items of equipment, (d) pursue any other remedy now or hereafter existing at law or in equity. Any action that **MTJ** may take, the Customer shall remain liable for all its obligations. In addition, Customer shall pay **MTJ** all costs and expense, including reasonable attorney fees, incurred by **MTJ** in enforcing this Lease. All such remedies are cumulative, not exclusive.
- 19. NOTICES.** Any notice under this agreement shall be given in writing by mailing it to the recipient at the address on the rental agreement or at such address as the party may provide in writing. Notices shall be effective when deposited in the U.S. mail.

Signature below indicates customer's agreement to the terms and conditions as listed above.

Signature

Date

Quote Number