

3511 SE Belmont St. Portland, OR 97214 Phone 503-232-4889 Fax 503-232-3488 www.prosoundonline.com

Reservation # 177524 Rental Period 09/29 – 09/30/17

Account# 555-555

Hours M-F 10am to 6pm Sat 10am to 4pm

RENTAL AGREEMENT

- 1. The renter shall at his/her own cost and expense, during the term of rental, keep and maintain in his/her own custody, at the aforesaid address, the equipment in good state of condition and repair, reasonable wear and tear excepted, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear by others of a similar nature and of equal value or shall pay to the owner compensation on account of any of the said articles which may be lost, stolen, missing, or broken or damaged.
- 2. The renter further agrees to be an insurer of the equipment for the period that the equipment is away from the premises of Pro Sound & Lighting against any loss whatsoever and to assume full responsibility for all the equipment rented, and also agrees to compensate to the full value should said equipment be lost, stolen, missing or broken or damaged by any cause whatsoever, whether due to renter's fault or not. The renter further agrees to compensate the owner in rent for any time lost, stolen, missing or broken or damaged or otherwise, than as the result of reasonable wear and tear.
- 3. The equipment herein shall be delivered and returned by the renter at his/her own rise, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to Pro Sound & Lighting. No allowance will be made for the reason that any part of it was not used.
- 4. It shall be lawful for the owner or its agents at all reasonable times to enter the premises upon which equipment is kept for the purpose of viewing the state and condition of said equipment.
- 5. If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the renter, whereby the said equipment may be seized or taken or distained. Or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the renter or his/her property or if the renter shall enter into any arrangement or composition with his/her creditors, or in the event that any judgment is obtained against the renter, then and in any such event, Pro Sound & Lighting shall have the option to retake immediate possession of said equipment and for such purpose Pro Sound & Lighting, its agents or employees, may enter upon any premise where said equipment may be, and may remove the same therefrom, with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.
- 6. The renter shall not underlease the said equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the renter personally.
- 7. The renter does hereby grant to Pro Sound & Lighting an option to terminate this agreement on 24 hours written notice by registered mail or personal service, on the occurrence of said event, the renter shall

John Doe Productions Attn: John Doe 417 Broadway Lane Portand, OR 97116 (555) 867-5309



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immediately return to Pro Sound & Lighting at the renter's risk and expense, the equipment, in the same condition as when first rented, and shall, thereupon said receipt, refund the unexpired portion of the rental.

- 8. The renter agrees to pay all reasonable attorneys fees and court costs incurred by Pro Sound & Lighting in protecting its rights or property under this agreement, or in suing the renter for a breach of contract.
- 9. The acceptance of the return of the rented equipment is not a waiver by Pro Sound & Lighting or any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment.
- 10. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement
- 11. No terms, representation or warranty, express or implied, not herein set forth in writing shall bind.
- 12. The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.
- 13. In the event of any accident or casualty resulting in bodily injury or property damages arising out of renter's use and hiring said equipment, renter agrees to accept all responsibility therefore and shall hold Pro Sound & Lighting harmless from any claims or action arising therefrom. Renter shall furnish Pro Sound & Lighting with a complete report of any accident involving said equipment, including names and addresses of all persons involved and all witnesses.
- 14. The renter agrees to return rented property of Pro Sound & Lighting on the above date. If a lamp fails it must be returned to Pro Sound & Lighting with the rental to avoid a replacement charge. No allowance or other claims will be allowed. If said property is destroyed during the continuance of this lease, the renter agrees to promptly pay Pro Sound & Lighting the full value of said rented property in cash. The renter agrees to pay continued rental fees until the full settlements made with Pro Sound & Lighting. Rental fees may not be deducted from the valued price which is hereby agreed to be current customer price.
- 15. Rental begins the day items are picked up. Rental may be returned prior to the due date. No reduced rate or refund will be allowed. Cash deposit required on rental unless credit has been established. Rental fee cannot be applied to purchase. The renter has the privilege to examine and test equipment at the time of rental. The owner does not guarantee, assume responsibility, or make any representations for the performance of said mechanical or electrical condition. The renter also agrees to pay additional rental fee if equipment is returned after due date.

I hereby rent the described equipment on the rental invoice subject to the conditions set forth on the previous page and this page hereof which conditions are made part of this agreement.

Customer Contact Phone #	
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Renter X\_\_\_\_

\_Date\_\_\_\_\_

John Doe for John Doe Productions

Your Rental is Due Back 09/30/17 - By 12:00pm (noon)