

RENTAL TERMS AND CONDITIONS

Renter's Name _____

Equipment Location _____

Renter's Address _____

Renter's Phone Number & Driver's License #: (____) - ____ - _____

Personal References **Name** _____
(____) - ____ - _____
Name _____
(____) - ____ - _____

Email _____
Equipment Rented:

Total Amount Due: \$ _____

Please signify which payment schedule was agreed upon and fill in the Date that you will receive the equipment.

- Due Weekly** **Start Date** ____/____/____
- Due Monthly** **Start Date** ____/____/____

Renter's Initials _____ **Owner's Initials** _____ **Date** ____/____/____

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This contract shall be governed by the laws of the State of Indiana in Vnderburgh County and any applicable Federal Law. You must provide a picture/copy of your ID or Driver's License when signed.

1. **RENTER** shall keep the Equipment in a good state of repair, normal wear and tear excepted, and is responsible for any damage to, loss or theft of the Equipment that occurred during the Rental Period.
2. **RENTER** shall pay **SpectrumSound.com** full compensation for replacement and repair of any Equipment (transmitters, headsets, receivers and accessories and any components thereof) that may be damaged, lost or stolen during the Rental Period. **SpectrumSound.com** invoice for replacement or repair costs is conclusive as to the amount **RENTER** shall pay under this paragraph for repair or replacement.
3. **RENTER** shall not remove the Equipment from the address of **RENTER** or the location shown herein as the place of use of the equipment without prior written approval of **SpectrumSound.com**.
4. The equipment shall be picked up by **RENTER** and returned to **SpectrumSound.com** at the **RENTER**'s risk, cost and expense. Unless otherwise specified by the written consent of **SpectrumSound.com**.
5. No allowance will be made for any rented Equipment or portion thereof which is claimed not to have been used. Acceptance of returned Equipment by **SpectrumSound.com** does not constitute a waiver of any of the rights **SpectrumSound.com** has under the rental agreement.
6. **SpectrumSound.com** may terminate this agreement immediately upon the failure of **RENTER** to make rental payments when due. **SpectrumSound.com** may or may not also charge a fee of \$20 plus \$10 per day and the accumulated rent amount when payment is late. The fees previously listed become effective after the first seven days of non-payment.
7. **SpectrumSound.com** makes no warranty of any kind regarding the rented Equipment, except that **SpectrumSound.com** may replace the Equipment with identical or similar Equipment if the Equipment fails to operate by the manufacturer's specifications and operation instructions but only if **SpectrumSound.com** has available Equipment in its possession. Such replacement shall be made as soon as practicable after **RENTER** returns the non-conforming Equipment.
8. **RENTER** indemnifies and holds **SpectrumSound.com** harmless for any and all injuries or damage due to the use of Equipment and all consequential and special damages for any claimed breach of warranty.
9. **RENTER** shall pay all reasonable attorney and other fees, the expenses and costs incurred by **SpectrumSound.com** in the protection of its rights under this rental agreement and for any action taken by **SpectrumSound.com** to collect any amounts due to **SpectrumSound.com** under this rental agreement.
10. **RENTER** must carry insurance satisfactory to **SpectrumSound.com** equal to the value of the Equipment to ensure its full replacement unless agreed otherwise in writing by **SpectrumSound.com**.

Renter's Initials _____ **Owner's Initials** _____ **Date** ____/____/____

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11. In addition to the fees and amounts listed previously, **RENTER** shall pay a Security Deposit of \$ _____ at the time this Agreement is signed. **SpectrumSound.com** may use the deposit to cover any amounts due under this Agreement.
12. **RENTER** shall return Equipment on the date specified in Section 1 in the same condition as **RENTER** received it, except for normal wear and tear. **RENTER** shall return the Equipment to the agreed return location. If Equipment is not returned on said date, **SpectrumSound.com** reserves the right to take any action necessary to regain possession of the Equipment
13. No failure of **SpectrumSound.com** to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. **SpectrumSound.com**'s acceptance of payment with knowledge of a default by **RENTER** shall not constitute a waiver of any breach.
14. **RENTER** shall not: permit the Equipment to be used by any person who is not authorized to use such Equipment; operate or use the Equipment or permit it to be operated or used in violation of law; operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.
15. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with **SpectrumSound.com**'s instructions or manuals.
16. **SpectrumSound.com** shall at all times retain **SpectrumSound.com** ship and title to the Equipment. **RENTER** shall immediately notify **SpectrumSound.com** in the event Equipment is levied, has a lien attached or is threatened with seizure. **RENTER** shall indemnify and hold **SpectrumSound.com** harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.
17. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.
18. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
19. **RENTER** may not, without the prior written consent of **SpectrumSound.com**, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.
20. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Renter's Initials _____ **Owner's Initials** _____ **Date** ____/____/____

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21. **RENTER** shall indemnify, defend and hold harmless **SpectrumSound.com** from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from **RENTER's** use of Equipment by any cause, except to the extent caused by **SpectrumSound.com** gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement on any claims or liability accruing before such termination. **IN NO EVENT SHALL SpectrumSound.com BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES**
22. This Agreement and any amendment thereof may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
23. The costs of all repairs made during the Term shall be paid by **RENTER**, including but not limited to labor, material, parts, and other items. Equipment shall not be serviced or repaired, and parts and accessories shall not be replaced without **SpectrumSound.com** prior consent.
24. **RENTER** shall alert **SpectrumSound.com** to any damage to the Equipment. **RENTER** shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair it and missing equipment.
25. The Condition of Equipment Checklist ("Checklist") attached is at this moment incorporate by reference. **RENTER** acknowledges that **RENTER** has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the preceding.

RENTER

OWNER

Printed Name

Printed Name

Signature

Signature