



IN THE EVENT, LLC / IN THE EVENT WY EQUIPMENT RENTAL AGREEMENT

In The Event, LLC / In The Event WY (hereafter referred to as ITE) does offer for rent its equipment and the undersigned (hereafter referred to as "Customer") hereby agrees to the following terms and conditions for the Equipment Rental as stated herein and by reference includes the invoice detailing the equipment rented and dates of the rental.

TERMS & CONDITIONS

This Contract will govern all rentals and services provided by ITE. ITE will provide invoices detailing the equipment rentals and services provided by ITE. If Customer signs a credit card authorization, that authorization is hereby incorporated as part of this Agreement.

Pricing – Pricing is based on information provided by the customer such as quantity and scope of work. If modified at a later date (any changes need to be in writing and are subject to approval by ITE), price(s) may increase. If rental equipment and/or services are required for more hours than predetermined, Customer will be billed the appropriate rate for additional labor hours and/or additional rental equipment necessary.

Payment – Any and all payments shall be made according to the terms listed on the Invoice/Estimate. Credit card charges will incur an additional 4% convenience fee. If any payment is returned or reversed, Customer will be billed and agrees to pay the owing amount along with a minimum service fee of \$20.00 due immediate to ITE. 2.5% per month will be charged on any unpaid balance over 30 days late. Should any of the provisions of this Agreement require enforcement through legal means the Customer agrees to pay any and all costs including but not limited to collection costs, court and filing fees, interest and attorneys fees. All balances must be paid according to the invoice.

ITE Property – All equipment used or supplied by ITE in connection with the Contract, unless expressly agreed by ITE in writing, shall be rented for the duration of the event. The Customer will be responsible for ITE's property from the time it arrives at the location until the time it is picked up from the location. The Customer shall insure all of ITE's property for its full replacement cost and indemnify ITE against loss of or damage to any of ITE's property however caused. The Customer shall not assign, re-let or part with possession of ITE's property. The Customer shall not remove the equipment from the address of the Customer or the location shown herein as the place of use of the equipment without prior written approval of ITE. The Customer shall inform ITE upon demand of the exact location of the equipment while it is in the Customer's possession. ITE shall not be liable for loss of or damage to the Customer's property however, caused and whether or not such loss or damage results from negligent acts or omission by ITE.

The Customer shall allow ITE to enter Customer's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the Customer is in default of any of the terms and conditions of this agreement, ITE, and/or its agents, at the Customer's risk, cost and expense may at any time enter the Customer's premises where the rented equipment is stored or used at all time and recover the rented equipment.

Technical Products – Battery-operated products are highly technical and unpredictable; therefore ITE will not guarantee 100% reliability with these types of products. Should any battery-operated products be selected, we recommend ordering a technician to stay on site through the duration of the event to monitor these products. Should the Client not order a technician, ITE will not be held responsible for any technical difficulties with these products during the event.

Additional Labor – In the event that ITE staff are required to remain on site after a setup or strike has been completed or the setup or strike is delayed at any time by anyone other than an ITE representative, additional charges may be incurred. If ITE feels necessary to charge for unforeseen "wait time", the following schedule will be used:

- Wait time during and after setup: \$30.00 per hour per person (30-minute increments)
- Wait time during and after strike: \$45.00 per hour per person (30-minute increments)

Regulations and Permits – The Customer shall obtain all necessary permits and shall comply with all regulations and conditions imposed by any event organizer, promoter, property or hall owner, federal government, local or state government or other authority and shall be responsible for obtaining their written consent to any modification thereto or waiver thereof as may be necessary to enable ITE to perform the Contract.

Damage Liability Authorization – The Customer agrees to and acknowledges the terms and conditions of this Damage Liability Authorization and the Credit Card Authorization Form. In consideration of ITE renting equipment ("Equipment") to Customer, it is agreed as follows:

Customer shall have full responsibility for the equipment and shall bear the entire risk of loss, damage and/or theft of the equipment (normal wear and tear excepted) upon delivery of the equipment and until such time as the equipment is returned to ITE. Customer's responsibility shall extend to loss, damage or theft from any cause whatsoever and shall include full cost of repair or replacement, at ITE's election. Customer shall also be liable to ITE for any continued rental charges during the reasonable amount of time required to repair or replace the damaged equipment, to the extent the Customer is responsible under this Agreement for such damage or loss. Acceptance by ITE of the return of any equipment shall not be deemed a waiver by ITE or any claims that ITE may have against the Customer pursuant to this Agreement.

If security is required by Customer or deemed necessary by ITE to protect the equipment during the event, Customer shall be responsible for all costs in connection with providing security.

Customer will provide a valid credit card, including all information necessary to effectuate charges and does hereby authorize ITE to charge for any damages, lost rents, cancellation fees or rental fees.

Limitation of Liability – Under no circumstances will ITE be responsible for any indirect, special, punitive or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the event.

Cancellation – All cancellations must be addressed to ITE in writing. At any point of cancellation, all incurred costs will be billed to and be the responsibility of the Customer and full payment will be due immediately to ITE. Full cancellation received more than thirty (30) days from scheduled event install date shall be subject to a cancellation fee of twenty-five percent (25%) of the total invoice. Customers that submit cancellations in writing between thirty (30) days to five (5) days prior to the event install date shall incur a cancellation fee of fifty percent (50%) of the total invoice amount. Cancellations less than five (5) days shall pay one-hundred percent (100%) of the total invoice amount.

Force Majeure – ITE shall be excused from instances involving any delay in performance or non-performance of any obligation hereunder caused by "Force Majeure", which are circumstances beyond its control, including without limitation any act of God, weather, fire, flood, accident, war/terrorism, strike(s), labor disputes or disruption to the extent that any such circumstances affects ITE's ability to perform its obligation under this Agreement.

Indemnification – Customer agrees to indemnify and hold harmless ITE, its officers, directors and employees from and against any and all claims, liabilities, injuries, damages, costs and expenses, including reasonable outside attorneys' fee and expenses arising out of or in connection with Customer's breach or alleged breach of any obligation hereunder.

Severability – If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith those provisions so held to be invalid to be valid, enforceable provisions which provisions shall reflect as closely as possible the original intent of the parties, and further agree to be bound by the mutually agreed substitute provision.

Assignment – Customer shall not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of ITE. This agreement shall be binding upon the parties' successors in interest, assigns and heirs.

Modifications – Modification of this agreement may be done only by mutual agreement of the parties. All such Modifications must be in writing and an approval signed by both parties.

Governing Law/Venue – This Agreement shall be constructed under and governed by the laws of the State of Utah, without regard to the conflict of law rules thereof. The parties hereby submit to the jurisdiction of the state and federal courts of the State of Utah in Salt Lake County for the purpose of resolving any dispute arising out of or resulting from this Agreement.