

In The Event, LLC® (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 the Customer signs a credit card authorization it 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 (modifications must 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, the Customer will be billed appropriately for additional labor hours and/or equipment.

**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, the Customer will be billed and agrees to pay the owing amount with a minimum service fee of \$20.00 due immediately to ITE. 2.5% per month will be charged on any unpaid balances 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 attorney 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 damages to any of ITE's property however caused. The Customer shall not assign, relet or part with possession of ITE's property. The Customer shall not remove the equipment from the designated address of the Customer and/or location herein as the place of use of ITE property and equipment without prior 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 damages to the Customer's property however caused, whether or not such loss or damages resulted from negligent acts or omission by ITE.

The Customer shall allow ITE to enter Customer's premises where the equipment is stored or in use at all reasonable times to locate and inspect the state and condition of the equipment. If the Customer is in default of any of the terms and conditions of this Agreement, ITE and or/its agents may at any time, at the Customers risk, enter the Customers premises to recover ITE 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 an ITE technician for the duration of the event to monitor and operate these products. Should the client not order an ITE 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 delayed at any time or by anyone other than an ITE representative, additional charges may incur. If ITE deems it 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 & PERMITS.** The Customer shall obtain all necessary permits and shall comply with all regulations and conditions imposed by any event organizer, promoter, property owner, hall owner, federal government, local or state government or other authority and shall be responsible for obtaining a waiver or written consent to modify thereto as necessary, enabling 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 to ITE renting out equipment ("Equipment") to the Customer, it is agreed as follows:

The Customer shall have full responsibility for the equipment and shall bear the entire risk of loss, damage, and/or theft of the equipment (with exception to normal wear and tear) upon delivery of the equipment until such time as the equipment is returned to ITE. Customer's responsibility shall extend to loss, damages, or theft caused whatsoever, directly or indirectly, 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 that the Customer is responsible for under this Agreement. Acceptance by ITE of the return of equipment shall not be deemed a waiver of the Customer's responsibility, nor will it waive 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 hereby authorizes ITE to charge for any damages, losses, cancellations fees and/or rental fees.

**LIMITATIONS 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 the responsibility of and billed to the Customer. Full payment will be due immediately to ITE. Full cancellation received more than thirty (30) days from the scheduled event install date shall be subject to a cancellation fee of 50% of the total invoice. Customers that submit cancellations in writing between fifteen (15) to thirty (30) days prior to their event install date shall incur a cancellation fee of 100% of the total invoice amount.

**FORCE MAJEURE.** ITE shall be excused from instances involving any delay in performance or nonperformance of any obligation hereunder caused by "Force Majeure", which are circumstances beyond its control without limitations including: any act of God whether 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 attorney fees and expenses that arise 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 or competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate, in good faith, those so-held-to-be invalid provisions to be valid, enforceable provisions to which the provisions shall reflect as closely as possible to the original intent of the parties and further agree to be bound by the mutually agreed substituted 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 must be 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 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.