

Billy James Music, L.L.C. Equipment Rental Terms

Equipment Pick-up. The equipment may be picked up the day before the event and returned on the day after the event. This would constitute one day's rental. Rental equipment must be picked up and returned to DJ Billy James.

Equipment Delivery. If delivery and pickup of the equipment is requested by the Renter, Owner will deliver and pick up equipment at Renter's location for an additional fee. Delivery and pickup is subject to availability and at the discretion of the Owner. Renter or Renter's Designee must be present at rental site for both delivery and pickup.

Late Return. If equipment has not been returned or is not available for pickup by the time and date specified in the rental contract, the Renter will be subject to additional charges.

Damage or Loss of Equipment. Owner will demonstrate setup and operation of equipment at pickup or delivery. Renter acknowledges receiving equipment in good working condition. Renter will be charged the full replacement cost of the rented equipment (as specified on the inventory checklist of the rental contract) if said equipment is not returned or damaged beyond repair. Renter will be charged for the cost of repair if the equipment has been damaged or abused. Renter will not be held responsible for equipment failure under normal use. The full replacement cost of the equipment is the Manufacturer Suggested Retail Price (MSRP) plus any taxes or shipping costs. It is the Renter's responsibility to secure equipment when not in use to prevent damage or theft. Equipment is not waterproof and should not be exposed to any form of moisture including inclement weather, pools, spas, irrigation systems or misters. Equipment must be secured, especially in windy conditions or high traffic areas.

Indemnity. Renter acknowledges that use of Equipment creates risk of personal injury to Renter and/or third parties, as well as risk of damage to property and Renter expressly assumes that risk. Renter agrees to use Equipment safely and only in the manner for which it is intended. Owner is not responsible for any inadequacies, incompatibilities or ineffectiveness of rental equipment in achieving Renter's intended purpose. Renter agrees to and does hereby indemnify and hold harmless Owner from any and all liability, claims, damages, costs and expenses including attorney's fees arising from the possession, use, or misuse of the rented Equipment by the renter or the renter's designee until Equipment is returned to Owner. Owner will provide Equipment to Renter in good working order. In the event of Equipment malfunction, Owner's liability is limited to the amount of the Rental fee.

Insurance. Renter agrees that property and liability insurance coverage is the responsibility of the Renter.

Contract and Modification. This contract constitutes the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This agreement may be modified only by a written agreement signed by all the parties.

Authority to Sign. Person(s) signing this contract hereby acknowledges they are age 21 or older and have the authority to sign this agreement as the Renter or Renter's designee.

Signature of Renter or Renter's Designee:

_____ Date _____

Signature constitutes agreement to Equipment Rental Terms and confirms that all items checked on Inventory Checklist were issued to Renter or Renter's Designee.