



SILENT DJ JAMS EQUIPMENT RENTAL AND EVENT AGREEMENT

This Equipment Rental Agreement (this "Agreement") is entered into as set forth on the equipment rental invoice (the "Effective Date")

agreeing to enter the rental agreement (the "Customer"). Company and Customer are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Customer desires to rent the "Equipment" from Company in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

TERMS

100% Refund will be granted if a client wishes to be refunded no less than 48 hours before the event. No questions about cancelations are needed and funds will be returned via check

RENTAL AGREEMENT. The Company hereby agrees to rent to Customer certain audio and audiovisual Equipment as set forth (a) in the quote sent by Company to Customer (the "Quote") and follow all guidelines set in this Equipment Rental Agreement.

RENTAL PRICE. Customer shall pay Company a total payment that is outlined on the Quote provided by Silent DJ Jams for the rental of the Equipment for the Term as set forth in the Quote.

SECURITY DEPOSIT. Customer agrees that Company will charge Customer a security deposit due upon booking that is 50% of the total cost of rental to solidify rental terms and date, unless otherwise discussed with Silent DJ Jams.

NON-SUFFICIENT FUNDS. Customer agrees that Company may charge Customer two hundred and fifty dollars (\$250.00) for each check that is returned to Company for lack of sufficient funds.

RISK OF LOSS OR DAMAGE. The Customer hereby (a) assumes all risks of loss of damage to the Equipment, regardless of cause, and (b) agrees to return the Equipment to the Company in the condition that the Customer received the Equipment from the Company, excepting any "ordinary wear and tear." Customer agrees that Company shall have sole discretion in determining the scope of such "ordinary wear and tear." Each lost or damaged headphone will result in a charge of \$50.00 to the Customer's mode of payment on file with Silent DJ Jams. Each damaged transmitter will result in a charge of \$200.00 to the Customer's mode of payment on file with Silent DJ Jams.

RENTAL TERM. This agreement shall commence on the Effective Date and shall terminate upon Customer's return of the Equipment in fully working condition to Company's possession (the "Term"). Customer agrees that Company may terminate the Agreement for any reason prior to the expiration of the Term. The company reserves the right to maintain and take possession of the rental.

CARE AND OPERATION OF EQUIPMENT. The customer agrees to use the Equipment in a careful and proper manner. The customer further agrees to only use the Equipment as is and must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any.

MAINTENANCE, REPAIR. Customer and/or Customer's clients shall maintain the Equipment in good operating condition, allowing for reasonable wear and tear.

ACCEPTANCE OF EQUIPMENT. Customer shall immediately notify Company of any discrepancies between any received item(s) of Equipment and the description of the Equipment set forth in the invoice.

FAILURE TO PERFORM. In the event that Customer rents the Equipment and does not simultaneously hire a member of Company's staff to oversee such rental of the Equipment, and Customer shall be responsible and correct any such defect at its sole expense. The company shall not be liable for any defect in Equipment for any reason and such Equipment shall remain on a rental unless a dispensation is granted in writing by Company to waive the Fee for the period of non-performance. The company will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

NON-COMPETE. The Customer specifically agrees that for a period of 1 year after the Customer rents the equipment, the Customer will not engage, directly or indirectly, either as a proprietor, stockholder, partner, officer employee, or otherwise, in the same or similar activities as were performed for the Customer in any business which distributes or sells products or provides services similar to those distributed, sold, or provided by the Company at any time during the rental. Damages will include but are not limited to the full rental cost plus punitive damages.

I have read and accepted the terms and agreement as set forth by the Silent DJ Jams Equipment Rental Agreement above.

Name: _____

Signed: _____

Upload Driver's License _____

Date _____