



## RENTAL CONTRACT TERMS AND CONDITIONS

- DEFINITIONS:** As used herein, the following terms will have the following meanings: “Event” – the banquet, reception, convention or other private function forming the subject of this Agreement; “Client” – the person, corporation, entity, organization or association contracting with Boston Audio Visual Rental (BVR) for the Event; “Production Services” – all of the audio, visual, lighting and/or production services and/or rental equipment which shall be set forth in a separate written proposal (“Rental Contract”) which is incorporated and made part of this Agreement.
- RENTAL CONTRACT:** All Rental Contracts must be signed by the Client, or agent of the Client, prior to each event. No event will take place without the Client’s signature on a Rental Contract. Also, any revisions during the event will require an additional signature for any change order. Rental Contracts do not include, unless specifically stated: Permits and/or fees (if required), Security (Equipment becomes responsibility of client when on site), Parking fees, ground transportation fees or other travel related expenses.
- TAXES:** All applicable taxes shall be payable by Client. If an organization has tax exempt status, BVR requires a copy of the applicable tax-exempt documentation or sales tax resale documentation. Tax exemption will only be approved after receipt of Client’s State Tax Exemption Forms or any other documents showing Client is not required to pay sales tax. Federal Forms and /or IRS correspondence will be insufficient. Such documentation must be provided before signing a rental contract.
- COST OF PRODUCTION SERVICES:** The total cost of production services shall be as stated on the Rental Contract, plus all Taxes, subject to any additions and/or changes that the parties agree to in writing.
- PAYMENTS:** Unless pre-arrangements are made, electronic invoices are emailed to Client for payment in full at or before the contracted date/time of equipment pickup or delivery. BVR uses "SQUAREUP.COM (Square)" to invoice and accept payment for equipment and/or services provided. When processing invoice payment on Square, Client agrees to permit Square to store credit/debit card information and authorizes BVR to process payments on the stored credit card for change orders and/or other charges permitted herein. In the event of equipment damage, loss or theft, you agree to be financially responsible for the repair or replacement of impacted rented equipment and authorize use of credit/debit card for any required payments.
- RETURN OF EQUIPMENT:** In consideration of your rental of BVR equipment, you agree to pay the applicable rental fees set forth in your Rental Contract. Rental fees begin accruing on the PICKUP DATE stated on contract agreement and will continue through the day the equipment is returned to BVR. You are responsible to return the rented equipment on or before DROPOFF DATE stated in the contract agreement. If equipment remains unreturned after your initial rental period, rental fees will continue to accrue at the daily rental rate and you hereby authorize use of credit/debit card on file to pay for additional equipment rental fees.
- EQUIPMENT DELIVERY AND PICK UP:** If equipment delivery is requested, BVR will deliver the equipment at the location and time specified in the contract agreement. You agree that a trustworthy person over the age of 18 will be present at the location and time specified in the contract agreement to sign for, inspect and take delivery of the equipment. In the event that a person is not present at the location and time specified in the contract agreement to accept delivery of the equipment, you authorize a “wait time” fee to be applied and charged to the credit card on file. The “wait time” will begin at the time specified in the contract agreement and ends once a trustworthy person over the age of 18 is present at the location specified in the contract agreement. You also agree that a “wait time” fee may be charged if the equipment is not ready for pickup at the date and time specified in the contract agreement.
- TECHNICAL ASSISTANCE AND SUPPORT:** Should you encounter any difficulties with the set-up and/or operation of your rental equipment, immediately contact us at (781)632-2201. If your problem occurs after our regular business hours, call (781)985-5750 or (781)985-5759 to be connected with our 24-hour technical assistance staff. BVR will only consider order adjustments for equipment problems when our technical staff has the opportunity to remedy the problem. BVR is not responsible for the compatibility of the equipment rented pursuant to this agreement with any equipment supplied by you or a third party with whom you contracted. BVR



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will provide technical assistance by phone; however, you are responsible for the technical use of your equipment and agree to possess the requisite knowledge and ability to set-up, breakdown and properly operate the equipment. If you do not possess such knowledge, it is your responsibility to provide qualified personnel for these purposes. BAVR is committed to meeting and exceeding the expectations of our clients. If we do not meet your expectations in any way you agree to let us know promptly. BAVR's liability for issues related to services and equipment rentals provided for any order is limited to a refund of any applicable services or equipment rentals. You agree that BAVR is not liable to you for any incidental or consequential damages under any circumstances.

9. **CANCELLATION POLICY:** If you need to cancel your order prior to the event, you are required to notify BAVR in writing. Dependent on when the order is cancelled in advance of the event, a cancellation fee will be due at the following rates: If the order is cancelled 72 hours or greater before the contracted delivery/pickup date/time, a refund of 75% will be processed and a 25% cancellation fee remains due. If the order is cancelled between 24 hours and 72 hours before the contracted delivery/pickup date/time, a refund of 50% will be processed and a 50% cancellation fee remains due. If the order is cancelled the same date of the contracted delivery/pickup date/time, no refund will be processed and the total fees remain due. Cancellation fees will be credited to the client account and may be applied towards a future order of equipment and/or services for a period not to exceed one (1) year from the original contracted start date of the rental period.
10. **LIABILITY:** Client hereby agrees to defend, indemnify, save and hold harmless BAVR, including its subsidiaries, officers, employees and/or subcontractors from any and all claims, suits, damages, losses, liabilities (including but not limited to Workers' Compensation claims) and the cost of defense thereof, arising from injury or damage to any persons or property by reason of any act or omission by the Client or its employees or sub-contractors in, upon or about the premises owned, operated or under the control of the Client. In the event that BAVR is unable to fulfill its responsibilities under this Agreement, at any time, for any reason, BAVR liability will not exceed the sum of the monies paid to BAVR. Except as provided in the preceding sentence, BAVR shall have no further liability to the Client, of any nature whatsoever, as a result of BAVR not fulfilling this Agreement, without limitation, any liability for incidental, special, exemplary, indirect, punitive or consequential damages or lost profits, whether based upon theories of contract, tort or otherwise, and such claims are hereby waived by Client.
11. **CONTROLLING LAW:** These terms and conditions together with BAVR's order confirmation(s) represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein and in BAVR's contract agreement shall be binding upon BAVR unless made in writing and signed and approved by BAVR. You represent and warrant that you have not relied and cannot rely upon any representation or warranty made by BAVR pertaining to the matters concerning this agreement, except to the extent that such representation or warranty is expressly set forth in the terms of this agreement. In the event that any one or more of these terms or conditions is held unenforceable, the remaining terms and conditions shall remain binding and effective. You may not assign your interest under this rental agreement to any other party without our prior written consent. This agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. The exclusive jurisdiction and venue of any legal proceedings for the resolution of disputes in connection with this agreement shall be in the Lynn, Massachusetts District Court. In the event any legal action is commenced by you or BAVR for the purposes of enforcing any provision of these Terms and Conditions, or in connection with any breach of this agreement, BAVR shall be entitled to its reasonable attorney fees, expenses and court costs should BAVR prevail in the legal action.
12. **COPYRIGHT:** Client warrants that it has the sole legal right to possession and use of all elements delivered to BAVR and that Client will not request BAVR to use or duplicate any element to which Client does not possess adequate rights. Client assumes all liability, under the copyright laws, and agrees to indemnify and hold BAVR free and harmless of all suits, claims for damages and other liability and expense, which may arise either directly or indirectly or by reason of services performed by BAVR for the Client. The Copyright Act protects photographers by giving the author of the photography or video exclusive rights to reproduce photographs and/or video. This includes the right to control making of copies. The client agrees (absent a non disclosure agreement signed and agreed to by both parties) that for value received and without further consideration, BAVR reserves the right to



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utilize any photograph or video produced by BAVR for any reason including but not limited to illustration, exhibit, advertising, competition, publication, etc. It is ILLEGAL to copy or reproduce photographs or video elsewhere without permission, and violators of this federal law will be subject to its civil and criminal penalties.

13. **RELEASES:** In situations where personal releases are required, it is the Client's responsibility to obtain such releases. The Client will indemnify BAVR against all claims and expenses, including reasonable attorney's fees, due to use of a person's image or voice for which no release was requested in writing or for uses that exceed the authority granted by the release.
14. **WAIVER OF JURY TRIAL: ENTIRE AGREEMENT; GOVERNING LAW:** Client waives the right to a trial by jury in any litigation arising out of or in any way connected with this Agreement or any breach hereof. This Agreement together with the Rental Contract including any written amendments thereto, shall set forth the entire Agreement between BAVR and Client and cannot be changed orally. This Agreement is governed by Massachusetts law. Client agrees that any disputes hereunder shall be heard by a court of competent jurisdiction located in the Commonwealth of Massachusetts, Essex County.
15. **LOSS/DAMAGE LIABILITY STATEMENT FOR MEDIA TRANSFER & DUPLICATION:** By submitting videotape, film, slides, or other material to BAVR for transfer to DVD, customer acknowledges that this material may be sent to a centralized lab for processing. This involves logistics and handling processes that are designed to maximize the security of these materials. In the extremely rare event of loss or damage of any kind to the customer's videotape, film, slides or other material, the customer agrees that the liability to BAVR is limited to the cost of replacing such materials with blank media of similar type. Customer also agrees that BAVR and its employees and agents shall not be otherwise liable to the customer for any loss or damage of any kind or nature, whether direct incidental, consequential, or otherwise.