## **TERMS & CONDITIONS**

**Compensation** The total for services rendered is \$X,XXX.XX exclusive of any overtime.

**Renter agrees to pay Contractor the following amounts:** \$X,XXX.XX upon signing agreement as a non-refundable fee to reserve the date. \$X,XXX.XX balance due prior to the event date or on the event date, but before installation of the equipment.

**Payments CSA** accepts Visa, MasterCard American Express, PayPal, and Cash payments. Additional billing options are available for approved corporate accounts.

**Reservation and Cancellation Policy**, we require the full payment or a deposit equal to 35% of the total sound equipment rental to confirm your reservation. A technician will be scheduled to deliver equipment and setup equipment if setup is included in the invoice when payment is received. Payments can be made by credit card, certified check to Clear Sound Atlanta, or cash. If a deposit is made the balance is due before event date or on event date but before equipment installation. Cancellations 15 days from the event will result in forfeiture of the deposit (notice of cancellation must be received at least 16 days before the reservation date for a full refund of the deposit). Cancellations between 5 and 15 days from the event will result in a charge for 50% of the remaining balance. Cancellation less than 5 days prior to event will result in a charge for full amount of rental. In the event of default or canceled events on the part of Renter prior to 15 days from the event, Contractor shall retain all deposits paid. In the event of cancellation between 5 and 15 days from the event, Contractor shall retain all deposits paid. In the event of cancellation between 5 and 15 days from the event, Contractor shall retain all deposits paid. In the event of cancellation between 5 and 15 days from the event, Contractor shall retain all deposits paid. In the event of cancellation between 5 and 15 days from the event, Contractor shall be paid 50% of the remaining balance. In the event of default or cancellation on the part of Contractor, all moneys previously paid shall be returned.

**Rescheduling** An event may be rescheduled providing complete contractual agreement is reached before the original date of the event. While all moneys previously paid will be applied to the rescheduled date, an additional rescheduling fee of 20% of the original contracted amount will be assessed. All rescheduled events must occur within 30 days of the original scheduled event. Events not rescheduled within these constraints are considered canceled and subject to fees. An event may be rescheduled only once before Renter is in default.

**Weather** This Agreement is for service rendered rain or shine. Contractor or Renter have the right to interrupt the Contractor's duties in the event of inclement weather or any other conditions which Contractor reasonably regards as a hazard to any person or persons or any hazard that would damage Contractor's equipment. Any such interruption, postponement or cancellation of services shall not affect Contractor's compensation specified herein.

## **TERMS & CONDITIONS**

**Default** Any failure on the part of Renter to meet the terms outlined herein shall be considered grounds for default, with compensation to be rendered according to the agreed upon time schedule. At the sole discretion of Contractor, Contractor may attempt to execute the event with reduced resources. Contractor shall be paid the full agreed upon amount for any services canceled or reduced due to Renter's default.

**Theft or Damage** Renter shall be responsible for any theft or damage to Contractor's equipment except for normal usage. This responsibility begins when truck doors are unlocked at load-in and ends when truck doors are locked at load-out. Renter agrees to provide appropriate security for Contractor's personnel and equipment for this entire time.

**Contractor Access** Renter shall issue all-access permits to all designated employees of the Contractor in advance of the Contractor's arrival at the venue. Contractor is not responsible for delays related to access issues. Renter shall be notified in advance of the Contractor's arrival at the venue if there are any changes in the list of Contractor's personnel required to complete the terms of this agreement.

**Parking** Renter will provide adequate parking immediately adjacent to the staging area for the loading and unloading of equipment and parking/vehicle access permits to Contractor and his designated vehicles.

**Financial Loss** Financial loss arising from the Event shall be the sole responsibility of the Renter. The compensation terms agreed upon within this contract shall remain in effect except in the case of negligence on the part of the Contractor.

**Insurance** Renter agrees to provide comprehensive liability coverage for the Event and agrees to indemnify Contractor from any legal action taken against the Event except in the case of gross negligence on the part of the Contractor. Renter shall list Contractor as "also insured" on any policies covering the event and submit proof of this insurance to Contractor no later than 48 hours prior to the start of the event.

**Marketing** Contractor reserves the right to use video and photos shot during event for contractor's promotional materials.

**Complete Agreement** This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral. Any Amendment or modification to this agreement must be made in writing.