

BSR Rental Terms

Throughout this document, the words we, our, and us refer to Backstage Rentals (BSR). The words you, yours, client, and customer, refer to the renter (whether an individual or business entity) of products or services from BSR.

Title and Ownership

This agreement shall be a contract of rental only and not of sale. You agree that equipment shall at all times remain the property of BSR. You specifically acknowledge our superior title and ownership of the equipment and must keep the equipment free of all liens, levies and encumbrances. You may not assign or pledge the equipment.

Inspection

Customer agrees to examine the rented items to find them to be in good, working condition and shall return them in the same condition. You also agree to contact BSR immediately if any equipment is found not to be functioning normally. Provided that failure is not the result of damage or improper use on the part of the renter, BSR shall, as sole remedy to you, replace the defective equipment or refund that portion of the rental charges designated for the faulty equipment in the form of a credit.

Return

Equipment shall be returned no later than the date and time agreed. Any balance due will be contingent upon the timely return of equipment and its condition. Late fees are equal to the regular rental rates. No prorated refund will be available upon early return of rented equipment.

Charges and Payment

Rental shall be paid in full prior to use. Customer agrees to pay promptly all charges that accrue during the rental including damaged or missing equipment and/or late fees if any. Failure to pay promptly will result in "loss of use" charges. All charges are based on the time equipment is in renter's possession whether in use or not. Should the customer fail to return equipment at the agreed time, or fail to abide by any other terms of this contract, BSR may repossess it without notice to the customer; and BSR is hereby released from all claims arising there from.

Your Responsibilities

Customer assumes all risk and responsibility of loss or damage. Customer is solely responsible for equipment rented while: in the possession of; under storage at locations named and unnamed; in use; or in transit, with the customer and/or his designated agents. Customer is liable for all damaged or missing equipment up to the full replacement cost. Your responsibility ends when the equipment is returned in the same condition it was when rented. Customer should have a working knowledge of all equipment rented and will be solely liable for all damages incidental to or as a consequence of the use and application of equipment.

Indemnity

You agree to indemnify BSR and to hold the rental company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent or other defects) or operation of the equipment, and by whosoever used or operated the equipment during the rental term. BSR is not responsible for accident or injury caused directly or indirectly in the use of the rented equipment. Equipment damaged or seized by government authority as a result of renters non-compliance, illegal, or other conduct will be the sole responsibility of the renter; including but not limited to late fees, and/or full replacement cost for items seized or damaged.

No Warranty

No assurance of compatibility with any customer-supplied components is made, and no guarantee of suitability or fitness for a particular purpose is implied. Except as provided by law, the equipment is rented to you without warranty or guarantee of any kind, express or implied. Rented equipment is to be used within the limits of its design. The manufacturers technical specifications and or operating manuals are available upon request.

Involuntary Default

Our obligation to execute a rental contract will be void where an act of God, order of any public authority, vandalism, fraud, or other condition beyond normal control renders such service unsafe, unlawful, or otherwise impossible. Our liability for failure to perform in whole or part any portion of the rental agreement will be strictly limited to refunding any deposits or payments that have already been made on the rental contract.

Insurance Requirements

Rental equipment is deemed to be in the custody and care of the renter, and when used for commercial purpose customer warrants that he/she is insured for such purpose. Customer is responsible for all damages and claims arising from the use of the rented equipment. Use of rental equipment shall comply with any federal, state, or local ordinances. Customer is solely responsible for obtaining any necessary clearance, permits, or insurance coverage required pursuant to the receipt, intended and/or actual use, and return, of all equipment rented.

Perfection of Agreement

The completion of a rental agreement is required prior to any equipment being released or services rendered. Your signed contract shall be returned to us along with any required deposit in order to complete your reservation. We may provide for specific time limitations or deadlines under which our contract offer shall be honored, and we may revoke or amend our offer at any time should you fail to respond within the time frame allowed.

Change of Service

We shall make every effort to accommodate changes in the services you hire, schedule permitting, and subject to availability of resources. Changes of date, time, or venue, may create schedule conflicts. In such circumstances we cannot guarantee the availability of all featured products or services. You shall be notified if changes to your event require substitution or omission with regard to any portion of your service.

Limit of Liability

Our liability for failure to perform in whole or in part, any portion of the agreement or services requested, or failure of any rented equipment to operate properly or effectively, is limited to the face value of the contract for those specific products or services.

Transfer

Our rental agreement and other service agreements are non-transferable, and the obligations of the renter named in those agreements shall not be transferred to, or assumed by any third party.

Sublease

If you sublease all or any part of the rental equipment, your responsibility under this agreement is not transferred to the lessee. BSR will not be held to the specifications of; nor be liable for any obligation created under agreements between you and any third party. Compensation for our services cannot be contingent upon the satisfaction of any agreements made between you (renter or general contractor) and any third party.

By signing below, I acknowledge that I have read, understand, and agree to the terms of this rental agreement.

client print

client sign

date