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RENTAL TERMS AND CONDITIONS

- 1. The renter shall at his own cost and expense, keep and maintain in his custody, the equipment in a good state of condition and repair, reasonable wear and tear excepted. At the termination of the rental period the renter shall replace any of the equipment that is lost, stolen, missing, broken or damaged with equipment of a similar nature and of equal value or shall pay Audio Visual Specialists the replacement value of the equipment. Renter agrees that the replacement value of the equipment in the event of any loss or damage is as per the manufacturers current list price.
2. The renter agrees to insure the equipment for the period that it is in his possession against any loss and to assume full responsibility for the equipment. The renter agrees to compensate Audio Visual Specialists, in rent, for any time lost as a result of replacement or the necessity for making repairs on the equipment.
3. Renter acknowledges that he has examined and tested the equipment and it is in good working condition and accepts it as is. RENTER ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED WITHOUT WARRANTY EITHER EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY FOR A SPECIFIC PURPOSE AND THAT AUDIO VISUAL SPECIALISTS ASSUMES NO RESPONSIBILITY FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT. Renter agrees to return all equipment not in workable condition for exchange at renter's expense.
4. A full additional day's rental will be charged for equipment returned to Audio Visual Specialists place of business later than 9:30am. Equipment rental rates are per day, this rate will be charged for Sundays and holidays. Daily rate will be charged for a full day or any portion of a day.
5. The equipment shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment must be paid for the period of time until it is returned to Audio Visual Specialists. No allowance will be made for the reason that any of the equipment was not used.
6. The renter shall allow Audio Visual Specialists or its agent, at all reasonable times, to enter the premises where the equipment is located for the purpose of inspecting the condition of the equipment.
7. If the renter defaults on any of the terms and conditions of this agreement or in a timely making of any payments or if any execution or other writ or process shall be issued in any action or proceeding against the renter, where the equipment may be seized, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the renter, or if the renter shall enter into an agreement with his creditors or in the event that any judgment is obtained against the renter, then Audio Visual Specialists shall have the option to immediately retake possession of the equipment and the renter agrees that Audio Visual Specialists may enter the premises where the equipment is located and remove the equipment with or without notice and without being liable to any suit or action or other proceeding by the renter.
8. Renter will not use, operate, maintain or store the equipment improperly, carelessly or in violation of these terms and conditions or in violation of any applicable laws nor use or operate the equipment other than in the manner and for the use contemplated by the manufacturer nor lease the equipment to another. Without the prior written consent of Audio Visual Specialists, the renter shall not assign rights nor delegate duties under these terms and conditions. The equipment shall at all times remain under the immediate control, supervision and direction of the renter.
9. The renter agrees not to remove or cover any tags or name plates showing Audio Visual Specialists as the owner of the equipment.
10. As security for the prompt and full payment of the rental and the faithful performance of all the terms and conditions, renter has deposited with Audio Visual Specialists the amount indicated in the schedule and, in any event that any default shall be made, Audio Visual Specialists shall have the right to apply the security amount owed to it. Such application shall not constitute a defense to any action by Audio Visual Specialists arising out of the default. On demand, renter agrees to restore the security to the full amount set forth in the schedule in the event any part is used to satisfy a default. Upon the expiration or earlier termination of this agreement, Audio Visual Specialists will return the renter any of the remaining balance of the security deposit.
11. The acceptance of the return of the rented equipment is not a waiver by Audio Visual Specialists of any claims that it may have against the renter, nor a waiver of claims for any type of damage to the equipment.
12. This agreement contains the entire understanding between the parties and may not be modified except by another written agreement signed by both parties to this agreement. Renter agrees to the jurisdiction of the state and federal courts located in Phoenix, Arizona and that this agreement shall be interpreted under Arizona law.

Accepted by: _____ Date: _____
Renters Signature