



SERVICE & EQUIPMENT RENTAL TERMS AND CONDITIONS RAINWATER PRODUCTIONS, LLC

All service and rentals made by Rainwater Productions, LLC (hereinafter called "Vendor") to its customers (hereinafter called "Client") are subject to the following Service & Equipment Rental Terms and Conditions. Client's acceptance of these terms and conditions shall be made by either (a) Client providing a purchase order number to Vendor or (b) Client's acceptance of any service or equipment from Vendor, whichever occurs first.

1. Availability, Acceptance and Governing Provisions. All service and equipment rentals are subject to availability of schedule and equipment at time of order. No orders for service or equipment rental of Rainwater Productions, LLC shall be binding upon Vendor until accepted in writing; and in all events any such order shall be subject to these terms and conditions which shall be deemed part of such order upon acceptance thereof by Vendor. No additional agreements will be binding upon Vendor unless specifically agreed to in writing. Failure of Vendor to object to provisions contained in any purchase order or other communication from a Client shall not be construed as a waiver of these terms and conditions, nor an acceptance of any such provisions. This contract and these terms and conditions shall constitute the entire agreement between Vendor and Client, and shall be governed by and shall be construed according to the internal laws of the State of Oklahoma.

2. Rental Period. The rental period begins at the time of shipment from the originating rental location, and ends at the time the equipment returns to the originating location. Client is obligated to return equipment to the originating facility or incur additional expense unless other arrangements have been agreed to in writing by Vendor.

3. Equipment Usage. Client agrees that equipment usage shall be normal and customary, and warrants that Client is familiar and experienced in the safe handling and/or operation of equipment. Training in proper handling and use is strongly recommended for inexperienced or first time users of the equipment. Client agrees that equipment rental does not grant Client any title or property rights in the equipment, all title and property rights shall remain with the Vendor.

4. Condition of Equipment. Client hereby acknowledges receipt of the equipment in good working order. Client further acknowledges that it has examined the equipment and declares that it has received all of such equipment in secure and good working condition. Client's failure to object in writing to the condition of the equipment after receipt thereof shall be deemed conclusive that all of the equipment was in good working order when delivered.

5. Payment. All prices are quoted, and payments must be received, in U.S. Dollars (USD). Unless otherwise expressly stated all prices are subject to change without notice. Payment is due at time of service provided or upon pickup of rental equipment, whichever applies. Payment forms accepted are cash, Visa, MasterCard and American Express. Invoices are due and payable immediately upon receipt unless otherwise expressly indicated, and a late payment charge of one and one-half percent (1.5%) per week may be added to any invoiced amounts unpaid when due.

6. Taxes and Other Charges. Client shall bear applicable federal, state, municipal and other government taxes. Taxes, fees or charges of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vendor and Client, are not included in prices shown and must be added in sales record of Client. Exemption certificates, valid in the place of delivery, must be presented to Vendor at order acceptance and prior to delivery if they are to be honored.

7. Venue Access Requirements. Client agrees to secure and provide Rainwater Productions with all necessary permits, access and entry into designated venue to setup and teardown equipment no less than two (2) hours prior to event start and two (2) hours after event end times. Client may be charged a fee for restriction of access and delays deemed excessive by Vendor.

8. Extended Duration Rainwater Productions will provide an allowance of thirty (30) minutes maximum in addition to the quoted event duration at no additional cost. If event duration exceeds the thirty (30) minute extended duration limit, an additional fee of \$50 per hour may apply. Rainwater Productions must receive verbal and/or written approval from the designated event coordinator/liaison prior to the addition of any services, equipment or rate increases, unless expressly stated otherwise.

9. Cancellation of Equipment Rental or Services. All cancellation notices must be received by voice call or in-person. Cancellations are subject to a Cancellation and/or an Expenses Fee. The following cancellation fee schedule will apply: a) if cancellation is more than fourteen (14) days or less than one (1) month prior to the Event, Vendor shall keep any deposit if a deposit is required; b) if cancellation is between within one (1) day and fourteen (14) days prior to the Event, Vendor shall keep any deposit and Client shall be subject to the total cost of all rented equipment and/or services. Only if Vendor is able to contract for a comparable event (to be determined in the sole discretion of Vendor), then the amount owed by Client will be reduced accordingly. After confirmation, cancellation is subject to a fee of up to 50% of the total proposal. If cancellation is made any time after gear and/or crew has been dispatched, full payment of the total proposal will be due. Regardless of the amount of notice given, Clients will be invoiced an Expenses Fee to cover any costs that are associated with the canceled event



(e.g.: pre-production labor/consultation, site-survey and/or transportation costs, room/wiring diagrams, etc.). There will be no refunds of any kind once the order has left our warehouse for delivery and/or has been set up.

10. Weather. If this event is subject to a weather contingency (postponement or relocation), you must specify this at the time of reservation/confirmation. Your event is subject to Cancellation and/or Expenses Fees if you fail to notify us of an acceptable weather contingency for your event/production. If the event is “rain or shine”, all areas occupied by performers, presenters, equipment and crew must be completely covered to effectively shield all occupants and equipment below from precipitation.

If the stage becomes wet, the show must stop immediately for electrical safety reasons and cannot resume until the stage is completely dry. Vendor reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to performers, crew, the equipment, or audience. Every effort will be made to continue the performance; however safety is paramount in all decisions.

10. Force Majeure. If for any reason beyond its control, including but not limited to strikes, labor disputes, accidents, construction, government requisitions, restrictions or regulations on operations, commodities or supplies, acts of war or acts of God or terrorism, Vendor is unable to perform its obligations under this Agreement, such non-performance is excused and Vendor may terminate this Agreement without further liability. The Client will be notified of the situation as soon as possible and may be billed for out-of-pocket expenses.

11. Damage, Loss or Missing Components. Client agrees to pay for any damage or loss of the equipment, regardless of cause, and keep the equipment and accessories in good, safe operating conditions at all times. Equipment returned from Client inoperative, damaged or with missing components will be refurbished to original working order by Vendor at Client’s expense. Client shall be notified of refurbishing and missing component costs, including parts and labor, prior to the repair. All equipment which cannot be returned to Vendor due to any reason will be invoiced to Client at its current published list price.

12. Loaner Equipment. Loaner equipment is subject to these terms and conditions. As per equipment rental agreements, customer shall be responsible for lost or damaged parts. Customer will be allowed (7) days after receipt of new equipment to return loaner equipment to the originating Vendor location unless otherwise expressly indicated.

13. Liability and Indemnity. The Client shall be liable for all damage arising from equipment rental use, misuse or negligence of Client, including any accidents to persons or property arising thereof. Client covenants and agrees to indemnify and hold harmless Vendor free from any and all claims, actions, suits, damages and liabilities, including attorney’s fees, arising out of, connected with, or resulting from the rented equipment. This includes, without limitations, the manufacture, selection, delivery, possession or use of the rented equipment.

14. Consequential Damages. Vendor shall not be liable for any consequential, incidental or contingent damages whatsoever.

15. Subletting. No part of the equipment shall be sublet, transferred or assigned by Client or removed from the location at which it was intended by Vendor to be used, as represented by Client, except with the prior written consent of Vendor.

16. Title. Title to the equipment is now and at all times hereafter shall remain and be vested only in Vendor. Client shall keep the Client’s interest in this agreement and the equipment free from all liens and encumbrances.

17. Default. In the event of Client's default or breach of any term or condition of this agreement, Vendor may terminate this agreement and declare the entire unpaid balance immediately due and payable, and in addition to any remedy provided by law, at Vendor's request Client shall immediately: (a) assemble the equipment and make it available to the Vendor at Client's premises, or at such other place as Vendor may designate; (b) permit Vendor to enter upon Client's premises and remove the equipment or render it unusable; or (c) permit Vendor to dispose of the equipment on Client's premises in such manner as Vendor may determine.

18. General. These terms and conditions, as published on the Rainwater Productions, LLC website located at <http://www.rh2oproductions.com/fag> at the time of equipment rental, are the official equipment rental terms and conditions between Rainwater Productions, LLC (Vendor) and equipment rental customer (Client), and may be amended from time to time without notice at Vendor’s sole discretion.

Service & Equipment Rental Terms and Conditions Revised 05/27/2019

Please sign and date below to acknowledge understanding of all Terms & Conditions stated above.

Print Full Name _____ Date of Event _____

Sign Full Name _____ Date Signed _____