



THE TOWER SOUND RENTAL CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS AS FOLLOWS BELOW WHICH ARE BINDING AGREEMENT FOR THE LESSEE (CUSTOMER).

1. By signing this binding contract, the Lessee will hereby assume and adhere to the entire risk of loss and/or damage from any and every cause, to any and all equipment rented by Tower Sound. If damage is bestowed upon any equipment, the Lessee is fully responsible for all charges for repair/and or
 - a) Replace with the same equipment, same make and model in good working condition.
 - b) Pay the full list price for said equipment without consideration for depreciation of use. However, lessee shall not be liable for *normal* wear as a result of proper use of equipment.
2. The Lessee states that upon delivery of said equipment, that it was in good and proper Working condition.
3. The Lessee agrees that if the rented equipment is not returned at the agreed time and date, that additional rental fee shall be charged at a daily rate. If the equipment is not returned within four (4) hours after the due date/time, then in addition to regular rental charges, the Lessee shall pay to the Lessor (Tower Sound) the sum of Fifteen (15) Dollars per day as additional late charges.
4. If the Lessee fails to return equipment within One (1) Day after the time specified within this contract without proper notice, such failure shall constitute an unauthorized taking, use and operation of equipment. Thereafter, Lessor may consider equipment as stolen and may: (a) Issue and circulate their notices. (b) Cause warrants to be issued for the taking into custody of Lessee, his/her agents or employee and/or (c) take any steps, which Lessor shall deem responsible and necessary to recover equipment. Lessee hereby releases Lessor from, and agrees to indemnify Lessor against all claims for damages which Lessee or any other party may sustain as a result of any action taken by Lessor under this paragraph.
5. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, maintenance, delivery, and/or return of the equipment. And in addition, the Lessee hereby agrees to defend the Lessor from any and all suits arising out of the Lessee's negligent use of the equipment. Such defense shall include the reasonable and necessary legal fees of attorneys selected by the Lessors together with all reasonable and necessary expenses of litigation, court costs, and disbursements.
6. In case of any damage or loss of said equipment, the Lessee's insurance, if any, shall be Primary and the Lessor's insurance shall be secondary and excess only.
7. This contract is cancelable only upon a written notice to the Lessor by the Lessee. If such notice is received by the Lessor, twenty-four (24) hours or more before the time of anticipated delivery or use, the Lessee agrees to pay the Lessor forty (40) percent of the total rental charge as cancellation charges and damages. If such notice is received by the Lessor less than twenty-four (24) hours before the time of anticipated use, then the Lessee shall pay seventy-five (75) percent of the total rental charges as cancellation costs.

NOTE: PLEASE READ CAREFULLY BEFORE SIGNING

LESSEE (CUSTOMER) Pick up/Drop off:	LESSOR (TOWER SOUND) Pick up/Drop off:
X _____ Date	X _____ Date
X _____ Date	X _____ Date