

## **Rental Agreement**

- 1. Fifty percent (50%) of the rental fee is due to reserve rental items. This reservation deposit is non-refundable upon cancellation. All items must be paid in full before removal from A to Z Theatrical Supply and Service, Inc. (hereafter "ATOZ").
- 2. RENTER assumes full liability for theft, loss, or damage beyond normal wear and tear of items and packaging, up to and including the cost of replacement. RENTER agrees that damages are determined by ATOZ, and RENTER will be informed within 10 (ten) business days of any additional charges.
- 3. 24 Hours notice is required for cancellation. Full Rental Fee is non-refundable thereafter.
- 4. Full Rental Fee due before AtoZ can begin fabrication, customization, or special conditions can be made.
- 5. Acceptance of the Rental Merchandise by RENTER shall constitute a bond of agreement that all items are present and in good condition. In the event of damaged or malfunctioning goods, RENTER must notify ATOZ immediately at (816) 523-1655 (Option #6 for Emergency Line) or via email at <a href="mailto:emergency@atoztheatrical.com">emergency@atoztheatrical.com</a>.
- 6. Items, parts, and accessories shall not be modified, altered, serviced, repaired, or replaced without prior written consent of ATOZ. Do not use tape, or pins of any kind on any rental items.
- 7. Ownership of all rental merchandise remains in the name of ATOZ.
- 8. Return items to the pick-up location.
  All returns are to be made Monday through Friday, 9:30 AM to 4:30 PM.
- 9. RENTER shall have no right to authorize any other party to use items.
- 10. In the event RENTER fails to return any rental merchandise under this contract, ATOZ shall use all means available under the law to recover the rental merchandise and damages thereof. In the event RENTER refuses to return any of the merchandise, ATOZ may proceed to file or sign any necessary criminal complaint with the proper governmental authorities for the prosecution and return of such rental merchandise. RENTER will pay any and all necessary and reasonable charges incurred by ATOZ in the recovery of rental merchandise, either by civil or criminal process of law.
- 11. RENTER agrees to list ATOZ as additionally Insured on RENTER's Insurance Policy.
- 12. RENTER agrees to indemnify, defend, and hold harmless ATOZ from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. In no event shall ATOZ be liable for any indirect, special or consequential loss or damages arising from RENTER's use of items, including but not limited to loss of profits and loss of revenue, even if informed of the possibility of such damages.

The signatory gives ATOZ permission to charge this card. The card details will be stored in the client profile, and will only be used for approved purchases. ATOZ is authorized to charge any debit or credit card on file for an amount equal to all payments and fees due. RENTER agrees to pay late charges for additional rental periods, plus a 20% convenience fee. After 7 days without resolution, the replacement cost will be charged in full. Payments via a Purchase Order are required to include the coverage of incidentals including damages or lost items.

Quotation or Rental Number	Credit Card Last Four	Date
Print Name	Signature	