

**MICHAEL ANDREWS AUDIO VISUAL SERVICES
TERMS AND CONDITIONS**

The following are the terms and conditions that apply to the rental of equipment from Michael Andrews Audio Visual Services Inc. (MAAVS). By accepting equipment furnished under this agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of MAAVS. Equipment as referred to herein shall include all related accessories, manuals, and other items to be delivered as specified on the attached invoice.

Ownership

- The Equipment is and shall remain at all times the sole and exclusive property of MAAVS. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by MAAVS.
- The Customer agrees to keep and maintain all of the rental equipment in good condition and assumes full responsibility for all the equipment and supplies until the rented items are returned.
- The Customer agrees to admit any employee or agent of MAAVS to enter the premises under which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of the Agreement whatsoever.
- Under Dominion and Control, you have the ability to put property and personnel to your own purposes for the period of used expressed in the agreement.

Risk and Insurance

- The Renter shall immediately insure the said Equipment for its full value against loss, or damage by fire, theft, water, acts of vandalism, or acts of God, with a qualified, reputable insurance company and shall deliver said insurance policy to MAAVS, together with the receipt for the premiums there under.
 - MAAVS must be listed on the policy as "Additionally Insured and Loss Payee" with respects to the equipment rented
 - If MAAVS, by reason of such insurance, shall receive any sum or sums of money, such amounts may be retained and applied by MAAVS towards the repair or replacement of the said Equipment, or it may remove the damaged Equipment and, in lieu thereof, substitute other Equipment of like kind and quality and any such Equipment whether repaired or substituted, shall be subject to all the terms, provisions and conditions herein.
- In the event of any loss or damage to the rented equipment the Customer agrees to pay the rental rate during the period of time MAAVS is deprived of the equipment and until such time as it is repaired and/or replaced. The Customer agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of said loss.
- The Renter hereby assumes full responsibility for the Equipment rented and agrees to compensate MAAVS to the extent of the full value should any item of said Equipment not be returned or be returned in a damaged or broken condition, due to any cause whatsoever.
- In the event that the Customer is unable to provide documentation listing MAAVS as Additionally Insured and Loss Payee with respects to the equipment rented, they will be required to provide MAAVS with a valid credit card on which a hold can be placed for the value of the equipment.
 - Once the equipment is returned in good working order, and pass inspections and tests the hold that is placed on the credit card will be reversed.
 - If the equipment is not returned or is returned in less than good working order the Customer's credit card will be charged for the amount of the missing or damaged equipment.
- Customer assumes all risk in the use and operation of rented Equipment and shall be responsible for providing proper safety devices and equipment to safeguard users or operators of the Equipment herein rented and for installation of the Equipment in safe and adequate facilities, in order to comply with all Federal, State, and Local laws or regulations, OSHA, and all industry standards.

Cancellation of Order

- In the event of cancellation, MAAVS requires written notice at least 48 hours in advance of the order's scheduled delivery. Charges may apply in event that MAAVS has prepared the order, or if MAAVS incurred costs for securing the equipment on Customer's behalf. MAAVS shall be entitled to compensation for any losses sustained because of full or partial cancellation of order. Restock fee for cancelled orders will be 25% of the order total.

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Delivery and Acceptance of Equipment

- Customer hereby warrants that any person which it directs or allows to receive equipment from MAAVS and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of MAAVS to confirm said person's authority to act on behalf of customer.
- In the event equipment is shipped to Customer, Customer's failure to notify MAAVS of any defects or problems with equipment within 12 hours of receipt shall be conclusively deemed as acknowledgement that all equipment has passed customer approval and is in good working order.
- Rental of all Equipment must be paid for the period of time it is in the Renter's custody and until its return to MAAVS. No allowance will be made for unused Equipment.
- The rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to the Customer. Upon return of the equipment, the date of legal delivery by such carrier to MAAVS, or if no public carrier is used, shall include the date upon which transit to the Customer begins and the date upon which transit from the Customer ends at MAAVS' office.
- When required, MAAVS shall arrange for shipment of rental equipment to Customer and any and all shipment costs incurred by MAAVS shall be a charge included against Customer's account.

Payments

- Terms must be followed as accordance with the agreement.
- If no terms are provided the contract defaults to NET30 days from the invoice date.
- For any agreements with a value of \$50,000.00 USD or larger, a 50% deposit is due upon converting the agreement from a "Quote" or "Hold" to a "reservation."
- You will be charged interest at the rate of 1.5 percent per month for all past due balances.
- For all unpaid balances over 60 days, the customer is subject to the removal of any trade discounts that were applied to the invoice.

Customer Responsibilities

- If the Customer shall default on any of the terms, covenants and conditions herein, or in punctually making any rental or other payment, or in any execution or other writ or process shall be issued in any action or proceeding against the Renter, whereby the said Equipment may be seized or taken or distained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Renter, or his property, or if the Customer shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the Renter, then and in any such event, MAAVS shall have the right to terminate this agreement and to retake immediate possession of said Equipment and, for such purpose, MAAVS, its agents or employees, may enter any premises where said Equipment may be, and may remove the same there from, or with or without force and with or without notice of being liable in any suit, action or other preceding by the Renter
- The Customer agrees to pay all reasonable attorney's fees and costs incurred by MAAVS in protecting it rights or property under this agreement or in any action or proceeding against the Customer for a breach of this agreement.
- In no event, under no circumstances, shall MAAVS be responsible or liable to Customer or any one else for any damages, including lost profits, lost savings or other direct or indirect, incidental or consequential damages arising out of the use or inability to use any equipment rented or the alleged breach of any agreement described herein, even in the event that MAAVS' agents have been advised of possibility of such damages.
- Acceptance by MAAVS of the return of rented equipment does not waive any claims that the company may have against the Customer for patent, latent or hidden damage to the equipment. MAAVS shall have a reasonable period of time after return of said equipment to discover said damages.
- This Agreement and all the rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

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Labor Usage

- All Michael Andrews production crew calls are for no less than 10 hours.
- For Multi-day events that have less than 8 hours between production crew calls, the following call is considered a continuation of the previous work call. This is referred to as a "short turn."
- Normal Rate Multipliers apply to all calls and are mutually exclusive to other factors that increase the rate per position.
- The following rate increases apply to calls longer than 10 hours:

Term	Rate Multiplier
Overtime	1.5X Rate Multiplier in hours 11&12
Double Time	2X Rate Multiplier in hours 13&14

Use of Produced Media

- With expressed, written permission, Michael Andrews can request the use of media we produced for public events for marketing purposes of their own.
- Michael Andrews will not act on behalf of the Clients brand in any advertising or marketing campaigns of their own.