

HOLLYWOOD SOUND SYSTEMS

Terms & Conditions

The following terms and conditions apply for all Hollywood Sound Rental contracts:

1. **CONDITION OF EQUIPMENT:** Lessee acknowledges that he has examined and tested the equipment listed herein and that it is in good workable and mechanical condition and accepts same as is. This equipment is leased without warranty or guarantee of any kind, expressed or implied, and the LESSOR assumes no responsibility or liability for the performance or non-performance thereof.
2. **REPAIRS:** LESSOR will maintain said equipment when by ordinary wear and tear, repairs become necessary. Work to be done only during regular hours at LESSOR's place of business. LESSEE agrees not to attempt repairs or opening of precision instruments, and will be held liable for any damages resulting therefrom.
3. **LOSS OR DAMAGE:** LESSEE shall at all times be liable to LESSOR for the full list price of said equipment and agrees to pay promptly in the event of loss or damage, whether by fire, theft, burglary, fraud, mysterious disappearance, water, or casualty of any nature. LESSEE agrees to return equipment in the same condition as delivered, at the time and date specified on the reverse hereof, and shall not remove it from the State of California without the written consent of the LESSOR. Rental rates paid do not apply to the purchase of any equipment listed herein. LESSEE agrees that LESSEE is liable for said equipment when LESSEE contracts with LESSOR to install and/or operate said rental equipment for LESSEE.
4. **SUBLETTING:** LESSEE will not assign, transfer or sublet its rights under this lease, will not pledge, mortgage or encumber the leased equipment, or its rights hereunder and LESSEE will not permit same to be subject to any lien, charge, or encumbrance.
5. **BREACH OR TERMINATION:** Upon termination of the lease, or upon breach of any provision herein described, LESSOR or his agents shall be at liberty to enter upon the premises of the LESSEE and remove said equipment without liability for damage caused by said entry and without prejudice to LESSOR's right to receive rent due or accrued to and including date of removal.
6. LESSEE agrees that the LESSOR shall not be liable for any personal injuries or other damages sustained by the rental of his property while using equipment covered by this contract. The LESSEE further agrees to keep the LESSOR free and harmless from any damages sustained by LESSEE, or any other person due to the use of his equipment.
7. LESSEE agrees to save the LESSOR free and harmless from any responsibility or obligation resulting from or arising out of the use of the equipment rented hereunder;

and further agrees that any costs, claims, or attorney's fees or liability resulting from or arising out of the use of the herein described equipment will be paid by the LESSEE regardless of the claimant or claimants who institute action; LESSEE further agrees that if action be instituted to enforce any provision of the contract, LESSEE will pay such sums as the court may fix as costs and attorney's fees.

8. Weekly rate is four times the daily rate. A week shall consist of seven consecutive days. When on weekly rate, additional days will be billed at one-fourth the weekly rate. When on daily rate, Saturdays and Sundays shall be considered working days and charged as such. Delivery, operation, set-up, and removal charges are extra.

9. Deposits in the amount specified by LESSOR are required. Insurance in transit will be charged when applicable. Rental shall commence upon delivery to LESSEE and terminate upon return to LESSOR. Unless otherwise specified, all costs of shipment to and from LESSEE shall be LESSEE's responsibility. All rentals F.O.B. LESSOR's place of business.

10. LESSEE agrees to insure said property with an insurance carrier acceptable to LESSOR for the full value of said property and at the option of the LESSOR to supply a certificate of insurance for same.

11. LESSEE is responsible for F.C.C. licensing, where applicable.