



### **Purpose**

This agreement contains the entire understanding between To Have & To Hear (hereinafter known as the Supplier) and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by both parties.

### **Purpose of the Equipment Hire Agreement**

Client wishes to hire Supplier to provide services as detailed in this Equipment Hire Agreement. Supplier has agreed to provide such services according to the terms of this Equipment Hire Agreement. Any physical pieces of product Supplier is providing for Client will be referred to as "Equipment."

**Services.** The services provided by Supplier are those as specified in the proposal/quote/purchase order/invoice to which these Terms and Conditions pertain.

**Hire.** Supplier hereby rents to Client, and Client hereby hires from Supplier, the equipment shown in the order preview ("Equipment"). Supplier reserves the right to refuse or decline renting Equipment to potential Client at Supplier's sole discretion. Supplier may, at its sole discretion, gather information from third parties regarding potential Client's past rental history and creditworthiness.

**Term.** The term of this agreement shall commence on the first day of receiving the equipment and expires on return acceptance of the equipment from Client to Supplier via the agreed delivery method. Supplier will ensure the Equipment will be delivered to Client's postal address at least 2 days prior to the event start time, unless otherwise discussed via email. The Equipment must be returned to the Supplier from the Client using the returns label included no more than 5 days after the event date, unless prior arrangements were made between Client and Supplier. Should the Equipment not be returned on or before the expected return date, Supplier reserves the right to charge the Client additional fees for the extra time incurred. Client hereby gives Supplier permission to contact Client via email, telephone, or text message regarding information on or status of Client's rental.

**Payment and Deposit.** Full balance will be paid in advance, before the event date.

**Use.** Client shall use the Equipment in a careful, safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, and regulations in any way relating to the possession, use or maintenance of the Equipment including any manufacturer's recommendations, warnings and instructions as to the safe use of the Equipment.

**Representations, Warranties and Agreements.** Client has selected the Equipment without relying upon any suggestion or recommendations of Supplier or its employees and Client understands and agrees that Supplier assumes no responsibility for the Equipment as being fit for any particular purpose.

Supplier represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of its knowledge at the inception of the event date; (2) Supplier is responsible for routine repair and maintenance of the Equipment prior to event date; (3) Client has the right to enter into the hire of the Equipment. Client agrees as follows: (a) except as set forth in Supplier's representations and warranties above, the Equipment is rented to Client without any warranty or guarantee of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Supplier shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect, consequential, or punitive damages, production delays; and (c) except as set forth in Supplier's representations and warranties above, Client is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Client's usage,

possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or wilful misconduct of Client, its employees, agents, or contractors. At all times Supplier's maximum liability in connection with the Equipment is limited to the rent paid to Supplier by Client; (d) Client agrees that the equipment will not be tampered with in any way otherwise Client will be responsible for paying full retail cost of the audio guestbook.

**Used Equipment.** Client acknowledges that the Equipment may be used gear and may be cosmetically flawed. However, Supplier warrants that the Equipment, whether new or used, will be in proper working condition when hired to Client. Should Client discover that the Equipment, as received, is not working properly, Client agrees to notify Supplier as soon as possible.

**Ownership.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Supplier; and the Client shall have no right, title or interest therein or thereto except as expressly set forth in this agreement.

**Permitted Uses of Product(s).** Supplier grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Supplier with attribution each time Client uses Supplier's property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos or videos on Client's personal social media pages or profiles
2. In any format used on Client's website

**Force Majeure.** Supplier will not be liable to Client for failure to perform any obligations otherwise required herein in the event of strikes, lockdowns, calamities, acts of God, fire, flood, pandemic, and/or unavailability of supplies or other events over which Supplier has no control for so long as such event continues and for a reasonable period of time thereafter.

In the unlikely event of total failure of equipment, memory card failure, theft, death, injury or illness, act of God, pandemic or other unforeseen circumstances, the Supplier's liability shall be limited to a full refund of all monies paid and the Supplier shall not be responsible for other consequential losses, emotional or otherwise.

**Loss and Damage.** Except as set forth in Supplier's representations and warranties above, Client hereby assumes and shall bear the entire risk of loss and damage to the Equipment (and any audio files generated from the Equipment) from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Client under this Lease. In the event of damage of any kind whatever to the Equipment, Supplier may: (a) charge Client for the full cost of repair; and (b) repair the Equipment using a vendor at Supplier's sole discretion. In addition to repair or replacement fees, Supplier may charge Client for a "Loss of Use Fee". "Loss of Use Fee" is equal to the daily rental fees Supplier would have been entitled to receive for the Equipment had it not been damaged or lost. In the event the Equipment becomes damaged beyond repair, Client shall pay Supplier the full replacement value of the Equipment. Client must ensure that the Equipment, when returned to Supplier is clean.

**Errors Using Equipment.** Supplier will aid Client in instructing how to operate Equipment through instructions delivered either physically, via email or phonecall, or through photo or video format. Client agrees to release Supplier of any responsibility if there are errors in the use of Equipment and assumes all risk of operation of the equipment and agrees to not hold Supplier responsible for any issues or errors to occur with the Equipment.

#### **Cancellation, Rescheduling and No-Shows**

**Cancellation, Rescheduling of Services or No-Show Client.** If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Supplier to render Services due to the fault of the Client or parties related to Supplier, such as failure of the event to occur or failure of one or more essential parties to the event to show up in a timely manner, Client shall provide notice to Supplier as soon as possible via email. Supplier has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Supplier to provide the Services due to the fault of Client (or parties related to Client), and Supplier will not be obligated to refund any monies Client has previously paid

towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the event, or should it become impossible for Supplier to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Supplier is able to secure another, unrelated client for the agreed-upon event date, then Supplier may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

**General Provisions**

**Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to herein, and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement.

Signed (*Client*): .....

Date: .....