

Rental Contract, K2 Productions, LLC
 4214 Shoal Creek Drive, Greensboro, NC 27410
 336.664.8036 Fax 336.510.9880

Client Information		Event Information	
CLIENT NAME		DATE OF EVENT	
Client's address		Location	
Client's Phone Number		Second Location (if needed)	
Pick up/delivery date & time		Time of Event (start to finish, only needed)	
Total Cost		Deposit Required to secure rentals (40% of total)	

K2 Rentals & Cost for above dates:

RENTAL ITEMS

TERMS & CONDITIONS OF RENTAL

1. **ENTIRE AGREEMENT** - The terms and conditions in this Rental Agreement supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this agreement. This rental Agreement shall not be modified or amended except by a writing signed by authorized representatives of both parties.
2. **SELECTION/USE/ACCEPTANCE OR RENTAL ITEMS** - Customer agrees, with respect to the rental items, to accept responsibility for (a) their selection to achieve Customer's intended results, (b) their use and (c) the results obtained therefrom. The rental items for which Customer shall pay and be responsible under this Rental Agreement shall be those listed on the first page of the agreement at the time of delivery, and such listings shall prevail over the listing made at the time of reservation. Customer shall examine the rental items immediately upon delivery or, if installation is provided by K2Productions, upon completion of installation, and shall promptly advise if a rental item is not in good condition or repair. If no problems are noted by Customer, the rental items shall be deemed accepted by Customer. Customer shall be solely responsible for having the site prepared for set-up, installation and safe operation of the rental items including, but not limited to, any utility hook-ups required for operation of the rental items and rental charges shall commence upon delivery by K2Productions even if additional readiness work is required. **Delivery of Rental Items:** Delivery to the Customer of rental items and transfer of possession shall take place upon earlier of (i) delivery by K2Productions to Customer's location or (ii) pick-up of the rental items by the Customer at a K2Productions location.
3. **WARRANTY/DISCLAIMER OF WARRANTY** - CUSTOMER ACKNOWLEDGES THAT K2PRODUCTIONS RENTS THE RENTAL ITEMS AS-IS, AND K2PRODUCTIONS HAS NOT MADE AND DOES NOT HEREBY MAKE ANY AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY OR SUITABILITY OF THE RENTAL ITEMS IN ANY RESPECT OR IN CONNECTIONS WITH OR FOR THE PURPOSES AND USES OF CUSTOMER OR ANY OTHER AGREEMENT, REPRESENTATION OR WARRANTY OF ANY KIND OF CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL ITEMS, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY CUSTOMER. K2Productions shall in no event be liable to Customer or to any person or company for indirect, special, reliance, incidental or consequential loss or damage (including, but not limited to, loss profits, loss revenues or other economic loss, loss of good will or claims for personal injury or property damage) arising out of this Rental Agreement or any obligation resulting therefrom or the use or performance of

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the rental items, whether in an action arising out of breach of warranty, breach of contract, negligence, strict tort liability or otherwise, including an action for delay or non delivery or for partial or total failure of performance of the rental items.

4. **USE** - Customer agrees that the rental items will (a) be operated and used exclusively for legitimate business purposes; (b) at all times remain in Customer's possession and control at the place of initial installation (unless otherwise agreed); and (c) will be operated by competent and qualified personnel only and in accordance with applicable operating instructions, laws and government regulations. Customer shall not perform any installation of rental items different from that recommended by K2Productions. K2Productions may inspect the rental items at any reasonable times at the rental location. Customer may not alter or modify the rental items in any way nor may it sub-rent or provide the rental items to others for their use without the prior permission of K2Productions.
5. **LOSS OR DAMAGE/INSURANCE** - Customer shall at all times have the risk or loss or damage to the rental items beginning upon the earlier of (i) delivery of rental items by K2Productions to the Customer location or (ii) pick-up rental items by Customer or its agent at K2Productions and ending when K2Productions takes actual physical possession of the rental items from Customer. Customer shall not be released from obligations under the Rental Agreement in the event of any loss or damage to the rental items after initial delivery to, or pick-up by, the Customer of the rental items. In the event the rental items shall be or become damaged, worn out, destroyed, lost or stolen, Customer shall promptly report such fact to K2Productions. Customer shall at its expense, at all times while it has risk or loss to the rental items as hereinabove set forth, keep in force and effect property insurance which shall insure all rental items against loss caused by fire, wind, hail, smoke, theft, water damage, vandalism, malicious mischief and such other risks customarily insured against by Customer on similar items of property in an amount equal to the replacement value of the rental items. Such insurance shall name K2Productions as an additional insured and loss payee as its interests may appear. Customer shall, upon request of K2Productions, furnish appropriate evidence of such insurance coverage. If Customer fails to provide or maintain any insurance required under this Rental Agreement, K2Productions shall have the right, but not obligation, to obtain such insurance and pay such charges therefore and, in that event, Customer shall be obligated to pay K2Productions the cost thereof.
6. **TAXES** - In addition to the rent provided herein, Customer shall pay or shall promptly reimburse K2Productions for all sales and use taxes, charges or fees which may now or hereafter be imposed or levied by a governmental body or agency upon or in connection with the leasing, possession or use of the rental items.
7. **LIABILITY INSURANCE/INDEMNITY** - Customer shall obtain and maintain, while it has possession of rental items under the Rental Agreement, liability insurance relating to the use and operation of the rental items in such amounts and in such form and with such insurers as would a prudent business person. Customer shall furnish to K2Productions, upon request, certificates of insurance or other evidence satisfactory to K2Productions that such insurance coverage is in effect. Customer shall indemnify K2Productions against and hold K2Productions harmless from any and all claims, actions, damages, obligations, liabilities and liens, and all costs and expenses (including, but not limited to, legal fees) incurred by or asserted against K2Productions in any way relating to or arising out of the ownership, rental, possession, maintenance, operation, condition, use or return of the rental items. Customer agrees that upon written notice by K2Productions of the assertion of any claim, action, damages, obligation, liability or lien, Customer shall assume responsibility for the defense thereof.
8. **REMEDIES** - If the Customer is in default or breach under the Rental Agreement or any of its provisions, K2Productions shall have the right, in its sole discretion, to exercise any one or more of the following remedies in order to protect the interest and reasonably expected profits and economic benefits of K2Productions; (a) K2Productions may terminate the Rental Agreement with respect to any or all rental items; (b) K2Productions may declare the entire amount of rent immediately due and payable; (c) K2Productions may recover from Customer all rent and other amounts then due and to become due under the Rental Agreement; (d) K2Productions may take possession of any or all rental items, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of the Rental Agreement; or K2Productions may demand the Customer return any or all rental items to K2Productions. Customer shall be liable for all expenses, including attorneys' fees, incurred in connection with K2Productions' exercise of its remedies including, but not limited to, any action for rent and other amount due under the Rental Agreement or for recovery of the rental items. K2Productions may pursue any other remedy available at law or in equity, including but not limited to seeking damages, specific performance and an injunction. No right or remedy herein conferred upon or reserved to K2Productions is exclusive of any right or remedy herein or by law or equity provided or permitted; and each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time. Any failure of K2Productions to require strict performance by Customer of any provision in this Rental Agreement shall not be construed as a waiver of any other breach of the same or any other provision.
9. **OWNERSHIP; PERSONAL PROPERTY** - The rental items shall at all times remain the property of K2Productions; and Customer shall have no right, title or interest therein or thereto except as expressly set forth in the Rental Agreement. The rental items shall at all times be and remain personal property notwithstanding that any item or any part thereof may now be or hereafter become in any manner affixed or attached to real property or any improvements thereof.
10. **NOTICES; ADMINISTRATION** - All notices under this Rental Agreement shall be in writing and shall be given personally, by facsimile, overnight courier or by first class mail to Customer or K2Productions at its address specified in this Rental Agreement or at such other address as either party may provide in writing from time to time.
11. **APPLICABLE LAW; SEVERABILITY** - The construction, interpretation and enforcement, of this Rental Agreement shall be governed by the laws of the State of North Carolina. If any provision of the Rental Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the Rental Agreement, but rather the rental Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of each party shall be construed and enforced accordingly.
12. **NON-WAIVER** - The course of dealing or failure of either party strictly to enforce any term, right or condition of the Rental Agreement shall not be construed as a waiver of such term, right or condition.
13. **TITLES** - Titles to paragraphs are solely for the convenience of the parties and are not an aid in the interpretation of the Rental Agreement.

I hereby acknowledge and agree with the Terms and Conditions listed above for all equipment listed.

Print name: _____

Date: _____

Sign name: _____