

**RENTAL AGREEMENT TERMS AND CONDITIONS**

*YOUR INITIALS ARE REQUIRED AT EACH (APPLICABLE) PARAGRAPH EXPRESSING YOUR UNDERSTANDING AND ACCEPTANCE OF EACH CONDITION OF THIS AGREEMENT*

\_\_\_\_\_ CHECK POLICY: Top Hat Productions does not accept checks as a form of payment unless the "Customer" has an established account. All check are processed on the first business day following the "Rental Date" on this contract. The "Customer" will be charge all bank fees and an internal \$50 processing fee for all checks that cannot be processed or are returned for insufficient funds. In the event that a bad check results in a legal matter, the "Customer" will be liable for 3 times the amount of the check and all fees.

\_\_\_\_\_ SAFE OPERATION AND SUPERVISION: While it is the responsibility of the Top Hat Production's representative to install the equipment in a safe manner and location, the SAFE OPERATION and SUPERVISION of the equipment rented is the SOLE responsibility of the "Customer". Complete supervision of the use of all equipment rented is REQUIRED at all times. The "Customer" accepts ALL LIABILITY and RESPONSIBILITY for any and all DAMAGE or INJURY resulting from the use of any or all equipment rented. The "Customer" agrees to "Hold Harmless" Top Hat Productions and all it's Officers, Employees and Representatives.

\_\_\_\_\_ SAFETY INSTRUCTIONS: A complete set of SAFETY INSTRUCTIONS have been provided to the "Customer" with this agreement. It is the "Customer's" responsibility to read all of the SAFETY INSTRUCTIONS. If the "Customer" does not understand ANY of the SAFETY INSTRUCTIONS it is their responsibility to ask the Top Hat Productions Representative that delivers the equipment or to contact TOP HAT PRODUCTIONS at 805-581-5922 for any required explanation or instruction. SAFETY INSTRUCTIONS are also provide on some of the equipment rented for the "Customer's" convenience.

\_\_\_\_\_ LIABILITY INSURANCE: Liability Insurance is NOT provided as ANY part of this agreement unless specifically stipulated above under the heading "Services Rendered". When Liability Insurance is provided, it will be done at an additional cost and part of that cost will include SAFETY TRAINED Top Hat Productions representatives to operate and supervise the "Rented Equipment". When Liability Insurance is NOT provided the "Customer" assumes all RISK and LIABILITY. It is the "Customer's" responsibility to obtain additional homeowner's, commercial or personal liability insurance, if they choose to do so.

*PLEASE SIGN, PRINT YOUR FULL NAME AND DATE WHERE INDICATED BELOW TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT*

SIGN: \_\_\_\_\_ PRINT: \_\_\_\_\_  
DATE: \_\_\_\_\_