

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (“Agreement”) is entered into between Solo Event Rentals Inc. (“Lessor”) and _____ (“Lessee”). For good and valuable consideration, the parties agree as follows:

1. Equipment & Responsibility

The Lessor hereby leases to Lessee the following Equipment:

1. SAMPLE
2. SAMPLE

The Equipment is the exclusive property of Lessor and will remain so throughout the entirety of the Agreement. _____ agrees to handle all equipment provided by Solo Event Rentals Inc. with reasonable care and is fully liable for any loss or theft of equipment during the term of this contract. In the event of loss or theft, _____ shall notify Solo Event Rentals Inc. and shall be responsible for the full replacement cost of the lost and stolen equipment.

2. Term

The equipment lease will begin on [DATE] after Equipment has been delivered and end [DATE] after Equipment has been picked up (“Term”), unless otherwise terminated consistent with this Agreement. At the end of the Term, Lessee shall return the Equipment to the Lessor.

3. Payment

Lessee agrees to pay Lessor for the Equipment in the amount of \$____ and Delivery fee in the amount \$____ (“Rent and Delivery”). Payment is to be paid in full and due at drop-off. Additional charges shall be added if the Equipment is damaged or missing any parts. Lessee shall be charged \$25 for each check that is returned.

4. Security Deposit

Before taking possession of the Equipment, Lessee will deposit with Lessor a security deposit of 25% of total rental cost (“Security Deposit”). The Lessor will return the Security Deposit to the Lessee upon termination of this Agreement. Lessor may use part or all of the Security Deposit to repair any damage to Equipment caused by Lessee or Lessee’s agents. If the Security Deposit does not full cover the cost of any necessary repairs, Lessee will be liable for the balance. If Lessee breaches any material portion of this Agreement, Lessee will forfeit any deposit, as permitted by law.

5. Delivery

Lessee will be responsible for all expenses and costs incurred in shipping and/or delivering the Equipment to Lessee's premises at the beginning of the Term.

Lessee will be responsible for all expenses and costs incurred in shipping and/or delivering the Equipment to back to the Lessor's premises at the end of the Term.

6. Location

The Equipment shall be located [EVENT ADDRESS]

during the Term and shall not be removed from that location without the Lessor's prior written permission.

7. Maintenance, Care, and Operation

Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

The Equipment must only be used carefully and properly. Its use must comply with manufacturer's instructions, Lessor's instructions, laws, ordinances, and regulations.

Lessee shall not alter the Equipment without prior express permission from Lessor. Lessor may inspect the Equipment at any time during normal business hours.

Lessee shall maintain the Equipment in good repair and shall do so at the Lessee's expense.

8. Subletting and Loaning Prohibited

Any loan or subletting of the Equipment or assignment of this Agreement by Lessee without Lessor's prior written consent is void.

9. Safety

Lessee will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Equipment. Lessee shall comply with all applicable laws and regulations relating to the safety of persons using or coming into contact with the Equipment.

10. Default

If Lessee fails to fulfill any obligation under this Agreement, Lessee will be in default of this Agreement. Unless contrary to law, Lessee will have seven days from the date of notice of default by Lessor to cure any default. If Lessee does not cure a default, Lessor may (a) cure the default and all related costs will be added to Lessee's payment due; or (b) declare Lessee in

default of the Agreement. If Lessee becomes insolvent, ceases to operate, or files for bankruptcy, Lessor may immediately declare Lessee in default of this Agreement. If Lessee

defaults, Lessor may, as allowed by law, take possession of the Equipment. Lessee shall be liable for any difference between the Rent and Delivery that would have been payable during the balance of the unexpired Term and any rent paid by a successive lessee. If Lessor cannot re-lease the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may hold Lessee liable for the balance of the unpaid rent and delivery.

11. Warranty

Lessor warrants that he/she/it has the right to lease the Equipment and that Lessee shall be permitted to quietly hold and possess the Equipment. Lessor also warrants that Lessor will not interfere with that right as long as Lessee timely pays the rent and delivery and performs all other obligations under this Agreement.

12. Limitation of Liability

To the fullest extent allowed by law, Lessor shall not be liable to Lessee, and Lessee will not bring a claim against Lessor under any legal theory, including contract, tort, strict liability, product liability, or other statutory or common law basis, for any incidental, special, exemplary, consequential, or statutory damages or any damages resulting from lost profits, interruption of business, or loss of goodwill. Lessee hereby waives any claim to pursue damages in an amount that exceeds the fees actually paid by Lessee under this Agreement.

13. Indemnification

Except for harm caused by Lessor's acts or omissions, Lessee, to the fullest extent allowed by law, will indemnify Lessor from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee's use and possession of the Equipment or anyone else's use or possession of the Equipment with Lessee's express or implied permission.

14. Force Majeure

Except for payment obligations, neither party will be liable for failing to perform its obligations under this Agreement (other than payment obligations) if such performance was delayed or hindered by war, riots, natural disasters, accidents, acts of God, acts of violence, or any other event beyond the non-performing party's reasonable control.

16. Jurisdiction

This Agreement shall be construed in accordance with and governed by the law of the State of California. Any action arising out of or relating to this Agreement shall be brought in a Los Angeles County court.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

Lessee:

Signed: _____

Date: _____

Lessor:

Signed: _____

Date: _____