

# Dark Star Rental Policies – Customer Agreement Form

**To be signed & dated upon confirmation of any rental, large or small, and before the customer may take any rental equipment from our shop.**

*We all live hectic lives, and sometimes the fine print or little details escape our notice. The rental team at Dark Star has put together this agreement in order to make our customers better aware of our rental policies before they accept responsibility for our rental equipment. This agreement makes life a little easier for all of us. Please take a moment to review our rental policies below, then sign on the line & print today's date.*

## **Availability Policy**

Dark Star is open 9 a.m. – 5 p.m. Monday thru Friday. Due to our varying schedules, especially during our busy season, please call ahead to be sure an appropriate staff member is able to greet you at the shop & help you with your rental.

Equipment should be rented as far in advance as possible to ensure your specific needs. Orders are subject to equipment availability and shop schedule.

## **Reservation Policy**

All orders are considered reserved ONLY after a written confirmation from Lessee. Please check dates, times, equipment lists, and services carefully on your quote to avoid confusion.

## **Cancellation Policy**

Any confirmed rental order that is subsequently cancelled will be subject to cancellation charges (50% up until 48 weekday hours before scheduled pick-up, and 100% within 48 weekday hours before scheduled pickup.)

## **Liability**

Dark Star is not responsible for any liability, claims, costs, or expenses arising from the use of its equipment. Renter assumes full responsibility and liability for safekeeping and return of equipment in good condition. Lessee is invited to inspect all equipment before leaving our premises.

Dark Star is not responsible for any liability, claims, costs, or expenses arising from use or possession of its equipment. The equipment is rented without warranty or guarantee of any kind, expressed or implied.

Furthermore, not being the manufacturer of its rental equipment nor manufacturer's agent, Dark Star makes no warranty or representation, either expressed or implied, as to the fitness, design, or condition of, or as to the quality or capacity of our rental equipment, nor any warranty that the rental equipment will satisfy the requirements of any law, rule, specification, or contract which provides for specific equipment or specific methods, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee at its sole risk and expense.

Equipment is rented at the premises of Dark Star. Lessee hereby assumes full responsibility for selecting the mode of delivery of the equipment from Lessor's premises to the Lessee; safekeeping the equipment and keeping the equipment in a state of good condition and repair, free from damage of any kind whatsoever, including any reasonable charge imposed by the Lessor for cleaning the equipment; and the safe return date. Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises of all items of equipment, from the time the equipment leaves Lessor's premises until it is returned.

In the event of loss or damage to rental equipment as a result of any cause whatsoever, lost or stolen, whether in transit from or to the Lessor's premise, or while in actual or constructive possession of Lessee, full rental charges will be incurred for the period from the scheduled end of the rental until payment for loss or repairs are completed, whichever occurs last.

Lessee represents that it has the necessary skill and experience to operate equipment provided by Lessor. Lessee agrees to and does hereby indemnify and hold harmless Lessor from any and all claims, suits, liability, expense, damage, causes

of action or judgments, including attorney's fees, resulting from injury to or death sustained by any person or persons, including but not limited to Lessee, any subleases of Lessee, subcontractors and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death, or damage arises out of or is in any way connected with the use, operation, or possession of the equipment by anyone during the term of the rental and until the equipment is returned to Lessor, including but not limited to the failure to repair, maintain or operate the equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the equipment, and any acts or omissions, willful misconduct or negligent conduct of Lessor, whether active or passive.

**Pricing Policy**

Pricing is typically based on number of weeks equipment is rented; except for generators and backline. Generators are rented based on a 3-day week, and backline is rented out on a daily basis. If you have questions concerning the pricing, please contact us and we will be glad to help.

**Burned-out Lamps**

There is no charge for lamp burnouts if the lamp is returned with the instrument. Burned out lamps not returned will be added to the invoice.

**Equipment Condition**

Please remove all tape and residue from equipment before returning. Equipment should be returned in the same condition in which it was received.

**All prices and policies subject to change without notice.**

*Per written contract or agreement, the loanee, rentee, or lessee shall bear and assume full responsibility for the risk of any loss or damage to such property from any cause whatsoever.*

**Customer Agreement:**

*I agree to abide by the policies listed above & accept full responsibility as listed above:*

\_\_\_\_\_ (signature)

\_\_\_\_\_ (date)

Job #: \_\_\_\_\_

Dark Star staff name: \_\_\_\_\_