

Mountain View Staging Services
Business Terms and Conditions

UT Location: 545 West 1300 North Springville, UT 84663
CA Location: 287 Wattis Way South San Francisco, CA 94080
Phone: (801)489-7302 | (650)689-5526

Note: Mountain View Staging Services from this point forward will be referred to as "MVS" and the Customer/Renter will be referred to as "Client."

- I. **AUTHORIZATION.** I/we hereby acknowledge receipt of a copy of this contract and hereby represent that I/we have the specific capacity and/or authority to enter this agreement. This contract will be approved upon a Client signature and returned to an MVS sales representative. Payment of the event deposit by Client will also be considered as agreement to this document.
- II. **A. TERMS/RENTAL/PAYMENT.** This is a lease of equipment, accessories and/or services (collectively referred to as "equipment") and not a sale, conditional or otherwise. Client acknowledges they have examined the equipment and it is in good working condition. MVS guarantees all equipment will be operational when it leaves the premises; however, MVS cannot be held responsible for the Client's failure to operate the equipment properly. Unless otherwise agreed, payment terms are based upon COD payment methods. If any special circumstances or discounts have been discussed and the invoice has not been paid within its terms, Client agrees to pay the full amount on the invoice, excluding the discount.
B. CREDIT/CHARGE CARD CHARGES. All charges made to credit and/or charge cards shall be final. Client and/or cardholder waive all rights to dispute charges with card issuer and agrees to resolve disputes as if the charges were made as cash payments. Any legal action brought by card issuer against MVS shall have no effect on claims for payment by MVS for disputed charges. Client agrees not to dispute charges with the credit card company. All Credit Card charges will be subject to a 3% processing fee.
C. COMPLAINT: LAWS/TAXES. Client shall comply with the laws, ordinances, and regulations in any way relating to the use, operation, and maintenance of the equipment. Client shall be responsible for all taxes regardless of taxes the Client has collected with the rental.
- III. **AUTHORIZED USE OF EQUIPMENT.** Client agrees that only duly qualified technicians and/or agents of MVS shall use the equipment. Client neither assumes nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment; nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of the use or inability to use the equipment, whether used alone or in connection with any other equipment. Upon acceptance or delivery of equipment by Client, the Client agrees to inspect the equipment within twenty-four (24) hours after acceptance or delivery and all defects or malfunctions must be reported to MVS within that time. Client shall indemnify and hold MVS harmless from any claims, liabilities, damages, costs or losses arising from claims against the equipment asserted by the Client's creditors. The equipment rented is to only be used at the event designated by this agreement and the equipment may not be pledged, loaned, sublet, or assigned to third parties. Client is required to provide a secure location for the storage of all MVS owned equipment unless otherwise agreed upon and may also be required to pay for the staffing of a security officer.

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- IV. **ALTERATIONS/REPAIRS OF EQUIPMENT.** Client shall not make any alterations, additions, or improvements to the equipment without written consent from MVS. Client shall not remove or deface MVS's identification labels or barcodes. Client agrees to return all equipment or rented items in the same condition as received, or client agrees to pay a service charge. If equipment is not returned in the condition borrowed by the return date, prorated rental fees are accrued on a daily basis. The acceptance of returned equipment by MVS is not a waiver by MVS of any claims it may have against the Client, including claims of latent damage to the equipment. If repairs or replacements are required, Client agrees to pay all labor, material, and shipping charges in order to return the equipment back into good working condition. Client shall pay MVS full replacement value to replace any equipment, which is lost, stolen, or damaged beyond repair; full replacement value will include a 35% restocking fee. Client is solely responsible for all damages arising from the shipment or transport of equipment, which includes the POV vehicle, third party shipping companies (i.e. FedEx, UPS), and Client designated shipping. The Client will pay for any and all damaged equipment within fifteen (15) days of the contract end date.
- V. **DISCLAIMER OF WARRANTY.** MVS makes no warranties, expressed or implied, regarding the equipment, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Risk of use shall be borne by the Client and MVS shall not be held liable. Client's obligation to MVS shall be limited to the repair and/or replacement of equipment, which is defective when delivered to Client, agrees that this shall be its sole and exclusive remedy against MVS.
- VI. **PERSONNEL.** Client agrees that it has, or shall secure at its own expense, all personnel required to perform services needed with equipment borrowed. Client shall use the equipment in a prudent and proper manner and in compliance with all applicable manufacturer's specifications and government requirements.
- VII. **LABOR/RATES.** Overtime is charged after 8 hours at 1.5x the hourly rate. Double time is charged after 12 hours at 2x the hourly rate. All labor is subject to change due to on-site requirements, production scheduling conflicts, and other considerations beyond the control of MVS. The workday will be hours worked until a nine-hour rest period is granted. If a nine-hour rest period is not possible, than force turnaround rates shall apply. Force turnaround rates are a continuation of the previous day's rate at the time of release. This condition may only be waived by a written and signed contract prior to the start of this contract. Estimates of labor costs are based upon information provided by the Client, however, are subject to change depending upon availability of labor, changes in staffing or event attendance, or the existence of labor contracts governing labor conditions, rates, etc.
- VIII. **ADDITIONAL FEES.** All price estimates may be subject to change or additional fees based additional costs incurred by MVS in the production of live events including but not limited to house fees, dock fees, power fees, rigging fees, carpet protection, security etc. Rush charges or late fees may be incurred by the client

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- or agency to cover the costs associated with increased turn around times on client additions or changes from the previously agreed upon details of an event or rental of equipment.
- IX. **LIVE EVENT RECORDINGS.** Despite the best efforts by MVS there may be unforeseen variables or situations that could affect the quality or completeness of the audio or video recorded content delivered to the client. MVS will not be liable in any way, financial or otherwise, beyond a refund of the cost of the recording production service and equipment itself.
- X. **MARKETING CONTENT USAGE.** MVS reserves the right to collect video, photo and other content assets for the purposes of marketing and documenting the work we do as examples that will be displayed in sales presentations and including but not limited to social media, website and email promotions of any kind. Marketing content may also include information about the usage of MVS owned or other equipment and the names of companies that we partner with or work directly or indirectly with at our own discretion.
- XI. **TITLE TO GOODS.** The equipment is the sole and exclusive property of MVS and Client has no right, title, interest therein, except as set forth in this agreement. Client will not alter ownership markings on the equipment and Client will keep the equipment free from the claims of third parties. All designs, plots, photos, and paperwork generated through the rental agreement remain property of MVS unless written authorization is given. Intellectual property may be purchased for a fee if desired. At no time can a design, plot, photo, or paperwork be used for any other purpose without the permission and compensation/payment to MVS.
- XII. **SECURITY DEPOSIT.** MVS shall have the right to use all or part of any security deposit given by Client to remedy any default under this rental agreement or to compensate MVS for damage to the equipment. MVS will return the remaining balance of the security deposit to the Client within thirty (30) days after termination of this agreement, provided Client has fully performed all its obligations hereunder.
- XIII. **PAYMENT.** Payment is due by the date listed on the final invoice as set forth by the terms extended to the client. Past due invoices may be subject to finance charges for the unpaid amount of the balance due.
- XIV. **INSURANCE POLICY.** Client shall provide proof of insurance prior to taking possession of equipment. During rental, Client shall maintain, at its own expense, the minimum insurance coverage required.
- A. **GENERAL INSURANCE.** Client hereby agrees to insure the equipment with an insurance carrier for the full (replacement) value thereof; and shall name MVS as an additional insured and loss payee. Client shall provide MVS with a Certificate of Insurance (COI) prior to and concurrent with the rental of the equipment. Client is liable for any loss or damage sustained by MVS including but not limited to the daily rental of the equipment from the pick-up date until return, repair, and/or replacement regardless of the Client's insurance coverage, deductibles, or limits.
- B. **LIABILITY INSURANCE.** Client shall name MVS as an additional insured on

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Client's liability insurance and the liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Commercial General Liability insurance shall be \$1,000,000 minimum per occurrence. Other coverage may be required.

C. PROPERTY INSURANCE. Property insurance shall cover loss or damage world wide, in transit or otherwise. Policy endorsement(s), shall name Client as Loss Payee for loss or damage to the property rented, shall cover "All Risks" of loss or damage to the equipment. All policies shall provide for 10 days written notice to MVS before any policy shall be modified or cancelled. Policy limits shall be sufficient to encompass all property at risk owned by MVS and others to whom a certificate has been issued.

- XV. CANCELLATION. Cancellation charges will be assessed after work has commenced or within 72 hours of project commencement or 24 hours for rental equipment.
- XVI. DEFAULT. Client shall be in default if Client (a) fails to pay sums when due; (b) breaches any provisions of this contract; (c) becomes a debtor in a bankruptcy proceeding; (d) places the equipment at risk if MVS, in good faith, deems itself insecure; (e) fails to return equipment immediately upon MVS's demand; or (f) is in default under any other contract with MVS. If a Client default occurs, MVS shall have, in addition to all rights and remedies at law or in equity, the right to repossess the equipment without judicial process or prior notice. Client shall pay MVS's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain equipment or the failure to return equipment by the end of the rental period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. MVS shall not be liable due to seizure of equipment by order of governmental authority. Client waives any right of action against MVS for such possession.
- XVII. CLIENT EXPENSES. Client shall pay MVS all costs and expenses, including attorney's fees, incurred by MVS in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- XVIII. SUBJECT TO CHANGE. All MVS business terms and conditions listed in this document are subject to change at any time.
- XIX. CONCLUSION. This contract contains the complete and final agreement between the Client and MVS, and no other agreement in any way modifying any of said terms and conditions will be binding upon MVS unless made in writing and signed by MVS.