



Residence Hall Association

UNIVERSITY OF COLORADO **BOULDER**

These Terms and Conditions form part of the rental contract (the "Rental Contract") between you (the "Customer", your agents and/ or representatives) and **the Residence Hall Association (RHA) of the University of Colorado Boulder**, and _____.

On this day, _____ the following apply to the ("Equipment" rented by Customer.) These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract. In the event of a conflict between these stated terms and conditions and the Rental Contract, the terms of the Rental Contract shall prevail.

Rental Package:

- 1 photo booth including:
 - Photobooth (camera, Microsoft surface, and LED lights in one box), photobooth stands, photobooth baseplate, connector pieces, keyboard
 - Photobooth printer
 - Light umbrella
 - Light
 - 2 heavy duty cases

Event Details:

- Event Type: _____
- Event Location: : _____
- Event Date: : _____
- Event Time: : _____
- Return Date & Time: : _____

The rental period begins upon delivery or pickup of the equipment on _____ **YOUR EVENT DATE**). Equipment test, training and or demonstration will be verification that the equipment is intact, working and in condition for event or project. Unless Customer notifies the RHA representative of a defect or problem with the equipment supplied, Customer agrees that the Equipment is in good working order and that the Equipment is acceptable.

1.TRANSPORTING EQUIPMENT - PICK UP & DELIVERY

IF CUSTOMER PICKS UP AND RETURNS THE EQUIPMENT at the RHA office, during business hours, the equipment must also be returned to the same location during business hours.

2.CUSTOMER'S RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

CUSTOMER ASSUMES ALL RISKS OF LOSS. Once taken delivery of the Equipment, responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all halls, venues, locations, while on premises and while in use, or in transit to or from the event location.

CUSTOMER RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED. Equipment will not be deemed to have been returned until all of the following conditions have been met:

1. Property has been brought back to the premises during normal business hours
2. An inventory has been completed and a missing and damaged list had been compiled, if needed; and

3. The term of the Rental Contract has expired.

3. RESTRICTIONS UPON THE USE OF THE EQUIPMENT

EQUIPMENT MUST STAY ON CU CAMPUS. UNLESS OTHERWISE AGREED Customer shall keep the Equipment in Customers sole custody and shall not permit the Equipment to be used in violation of any laws. Only customers who have gone through orientation/training with a designated RHA executive may assemble and operate the photobooth.

4. NO WARRANTY OR GUARANTY

Equipment is rented to Customer without warranty or guaranty of any kind, expressed or implied, and the Rental

Company assumes no responsibility for performance, or lack thereof.

5. EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

IF THE EQUIPMENT IS FOUND DEFECTIVE, Customer shall notify RHA of the problem and if necessary return the Equipment to RHA for evaluation. RHA will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.

LOSS AND DAMAGES. Upon return of damaged equipment, RHA will make a determination of the extent of the damage and the required repairs. Customer and/or Customers representative(s) and/or agents, will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, RHA's judgment shall be conclusive. Should RHA determine that the equipment must be replaced, Customer will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

LOSS, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, Customer will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. AS SOON AS CUSTOMER REALIZES THAT EQUIPMENT IS MISSING, NOTIFY RHA, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost or stolen equipment to RHA and file a report with the local authorities.

6. RENTAL CHARGES AND LATE CHARGES

THE EQUIPMENT MUST BE RETRUNED ON THE DATE SPECIFIED in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment.

IF THE EQUIPMENT IS DAMAGED OR NON-WORKING CONDITION, the rental period will be extended by the shortest reasonable time necessary to repair such damage or replace unrepairable equipment and return item(s) to RHA's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond RHA's control. The acceptance of the return of the Equipment by RHA is not waiver by RHA of any claims that it may have.

RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to RHA. If requested Customer shall advance the money in order to allow RHA to repair or replace the equipment.

8. RIGHTS OF ENTRY AND INSPECTION

RHA shall have the right to inspect the Equipment at any time during the rental term. You shall make

any and all arrangements necessary to permit a qualified employee of RHA access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, RHA has the right to remove all of the Equipment without any liability to you.

9. INDEMNIFYING RHA

Customer agrees to indemnify RHA and to hold RHA and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

10. MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF **YOUR STATE**. The Rental Contract shall be deemed to have been made in **YOUR COUNTY** and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of **YOUR STATE**.

WHEN THE CUSTOMER IS A CORPORATION. The person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligates the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Rental Company under the terms of the Rental Contract.

DEFAULT AND BREACH OF TERMS. Each Rental Contract includes provisions for remedies in the event of default in payment of rent, or breach of any terms of the Rental Contract, etc.

ENTIRE AGREEMENT. The signed Rental Contract and these Terms & Conditions constitute the entire agreement between Customer and RHA. Any changes must be made in writing and agreed to by both parties.

11. CANCELLATION POLICIES

In the event of cancellation when on daily or weekly schedule, cancellation charges may apply in consideration of RHA's preparing, holding in reserve or sub-renting equipment, on Customers behalf.

Customer Signature

Date

RHA Board of Directors Representative Signature

Date