REPUBLIC OF TRINIDAD AND TOBAGO

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (the "Agreement") is made and entered on _____ (the "Effective Date") by and between_____ ("Renter") with the known address of _____ and Gill Tech Services Ltd ("Owner"), of _____.

The Equipment in quotation/invoice number _____ would be rented from _____ until_____and delivered to this address _____.
As such, the Renter would be bound by the following conditions in this agreement:-

GENERAL CONDITIONS

1. **Definitions:**

   The following terms, whenever used in this Agreement, shall have the following meanings:

   (a) "Agreement" means this Agreement between the Renter and the Owner (Gill Tech Services Ltd).

   (b) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances.

   (c) "Party" means the Renter or the Owner as the case may be; "Parties" means both the Renter and the Owner.

2. The Renter shall safely keep and carefully store the rented equipment away from any form of danger during the period of the rental. The Renter accepts all liability for any damages to rented equipment caused by the negligence or irresponsible behaviour of the patrons or any persons attending the event. It is the responsibility of the Renter to visually inspect all equipment rented

prior to installation or before the event in order to ensure that all equipment is in a good working condition and free from damage.

3. The Renter shall pay the Owner of Rented Equipment **full compensation** for replacement and/or repair of any equipment lost, stolen or damaged while in Renter's care or at location the Renter instructed Gill Tech Services to install the equipment. Under absolutely **no circumstances** shall a renter open any item or equipment rented to troubleshoot in the event of a failure or mishap.

4. No allowance or refund will be made for any rented equipment or portion thereof which was claimed not to have been used.

5. The Renter shall allow Owner to enter Renter's premises or the location of where the rented equipment would be stored, in order to inspect the state and condition of the rented equipment. If the Renter is in default of any of the terms and conditions, the Owner and his agents, at the Renter's risk, cost and expense may at any time enter the Renter's premises or where the rented equipment is stored to recover the rented equipment. The rented equipment **shall not** be **removed or transported away from the delivery location** - where the equipment was installed, unless this was authorized by Gill Tech Services. If the renter fails to adhere to these conditions, they would be blacklisted and pay additional fees.

6. The Renter shall pay all attorney fees, expenses and direct costs incurred by Owner in protection of its rights under the rental agreement and for any action taken by Owner to collect any amounts due under the rental agreement.

7. **Payments** - Full payment or sixty percent (60%) down payment can be made to confirm the date of equipment rental. This payment shall be made ***at least five (5) working days*** before the date of event via direct bank deposit, online bank transfer or with cash. All **cheque payments** would incur a **twenty percent (20%) surcharge fee** (extra fee) due to the additional administrative costs which include collection of cheque, stamp and bank deposit. All **cheque payments** must be made **six (6) working days in advance** of the rental date for a seamless process to confirm bookings before we can schedule a rental, technician (s) and load equipment. **NO CHEQUES ON DELIVERY**. Bookings for *Wedding Receptions, Concerts (all types) and Movie Nights should be made* ***at least one (1) month*** in advance. Any balance owing must be paid on the day of event **in cash only** *(no bank transfers, no cheques, no credit cards),* when our technicians arrive to deliver or install the rented equipment. Payments for late bookings and same day bookings must be made in cash or online bank transfer in full *(with certain conditions), both of which are* subject to management's approval. A **ten percent (10%)** daily interest fee would be charged for any **overdue balances**. We have a **thirty percent (30%) non-refundable administration fee** that would be charged for any cancellation or postponement after making payment but before the day of equipment rental. A **thirty percent (30%) non-refundable administration fee** that would also be charged for any overpayment, which is any payment made above what was quoted or invoiced. Please note that **no refunds** would payable **on the day of rental** due to cancellation or postponement. All payments, especially online payments, must be confirmed as received in our bank account **before** any rental is scheduled. **Refundable caution fees** would be returned in full via **a cash payment**, however, if the renter wishes to have it returned via bank transfer a **thirty percent (30%) processing fee** would be deducted from the refundable caution fee amount. Refunds via bank transfer are processed between five (5) to ten (10) working days. If a payment

is made without the completion of our equipment rental agreement the client would be charged a **thirty percent (30%) processing fee** which would be deducted from the amount paid and a refund would be issued to the client within our processing period. Gill Tech Services Limited would not be obligated to perform any duties or provide any rental equipment unless the required confirmation payment amount is made and the completed rental agreement is submitted **together** by the Renter **before** the Rental date.

8. **Additional Fees** - The Renter must specify all special requirements at the initial request for services. Any new request(s) made after Renter is quoted may or may not be entertained on the day of rental. An additional fee may be charged if the new request is accepted. Gill Tech Services will set up or install the rented equipment on the day of event, however, if the Renter require the setup or install to be on the day before the event, an additional fee would be charged. This fee would be based on exact time and location of equipment rental. Please note that this fee will be exclusive of a required caution fee. An additional fee would apply for onsite tech support within the duration any event.

   Late bookings and same day bookings will incur additional fees which start from TT$300 and up depending on the event location. This fee would be added to the regular rental fees or preset package price (s).

   It has become necessary to charge a **caution fee** for equipment rented overnight at a site unsupervised by our staff. This is important in the event of theft, destruction or any other unexpected occurrence at the site. The caution fee would only represent a small percentage of the entire value of the equipment rented. In the event of damage or theft the caution fee would not be refunded to the Renter and the balance owing based on the value of item (s) would be charged to Renter or person acting on behalf of the Renter.

   Once the equipment is returned in the same condition as they were delivered we would refund the caution fee paid. Caution fees start from TT$120 depending on the value of the equipment rented and location of rental. One (1) form of identification and one (1) utility bill in your name showing proof of address (no more than 2 months old) must be provided with this option. A **penalty fee** of TT$400 per day would apply for the late return of rented equipment.

9. **Dancing on the Clouds Effect:** The dancing on the clouds effect is mainly dependent on dry ice which we purchase from our supplier. The dry ice is ordered two (2) days prior to rental date and received from our supplier one (1) day before the rental date, as the dry ice lasts for only twenty-four (24) hours (as advised by our supplier). Our supplier's policy states that all dry ice orders should be made the day before pickup. With this information stated, we cannot guarantee the delivery of the dancing on the clouds effect if our supplier failed to supply the ice due to any disruptions on their end. If this do occur, the client will receive full re-payment of all monies received for fog machine rental. Some of the requirements for this type of rental is out of our control. Also, we can offer the rental of a liquid fog machine if we cannot deliver the dancing on the clouds effect due to the above mentioned circumstances. Therefore, the dancing on the cloud effect or rather the dry ice fog machine, would not be available for rental on Sundays and weekends consisting of extended holidays.

10. **Liquid Fog Machine (Party Fog Machine):** It is the renter's responsibility to ensure that the smoke detectors are not "tripped off" during the use of the liquid machine. Concerted effort

should be made by the appropriate authorities to disable or silence the smoke alarm, if possible, during an event. Gill Tech Services Ltd. will not be responsible for any health issues, like asthma attacks, experienced by patrons or guests attending the event where the fog machine would be utilized. No refund will be given if renter fails to adhere to these conditions or made the appropriate preparation(s) for the use of the rented liquid fog machine. These fog machines are very sensitive and should not be used on overloaded electrical circuits or on circuits that cannot handle the load of equipment. We always advise that the machine should be plugged into a separate 110 volts source, separate from other equipment. This is to ensure that the circuit is not overloaded and to ensure that other equipment would not blow the fuse in our fog machine. Gill Tech Services Ltd would not be responsible for any communication interference or radio frequency (RF) issues which can affect the wireless fog machine, which is remote controlled, after it is delivered and tested as working in the presence of the renter.

11. **Multimedia Projector Rentals/Outdoor Movie Nights:** To facilitate the rental of our Outdoor Inflatable Screen and Multimedia Projector the renter is expected to meet the following conditions:-

    a. Ensure that the area for movie night is dark and away from bright flood lights that would compete with the image from multimedia projector.
    b. The surface area for inflatable screen is flat, dry, clean and do not have any material (for sample nails, glass or pieces of wood) that may puncture the inflatable screen. Our electronic equipment would not be operated in open and unsheltered areas during rain. We urge clients to make keen decisions when choosing this option for a Movie Night.
    c. The multimedia projector is very sensitive to hot atmospheric conditions. If the air or area where the projector is being operated is hot then the temperature sensor (temp indicator) will illuminate and the projector will automatically shutdown to prevent internal damage. Please ensure that the multimedia projector would be operated in a cool environment. We would not be held responsible for any issue that may trigger the temperature sensor. This would apply to multimedia projector rentals for both indoor and outdoor events.
    d. Windy locations may affect the Inflatable Outdoor Screen, therefore, we advise clients to choose locations that are not too open and subject to high winds.
    e. Rainy conditions will affect or prevent the execution an Outdoor Movie Night. This is also outlined under Acts of God section in this agreement.
    f. Onsite technical support is mandatory for outdoor events utilizing our multimedia projector or projector screen (s) and this may include an additional cost.

12. **Television Screen Rentals:** To facilitate the rental of our Television screens the renter is expected to meet the following conditions:-

    a. We always prefer indoor locations. However, if approval is given for an outdoor event the renter must ensure that the televisions would be installed in a cool area and away from direct sunlight or away from areas where it can be damaged by water.

b. The power source must be 110 volts and the televisions must be plugged into a separate 110 volts source, separate from other equipment.
c. If the rental area or location is unsatisfactory based on our conditions upon delivery, the owner has the power to cancel the rental without issuing a refund.
d. Our **Non–smart Televisions** can show pictures in a slideshow via a USB flash drive or videos with the use of external devices such as a Laptop, Chromecast, Amazon Fire Tv stick or Android Tv Box which can be supplied separately by the renter. Please ensure that your pictures are in jpeg format. The usb flash drive must be correctly formatted and readable on the Television. The external devices mentioned can be supplied by the owner at an additional cost and once advance notice is given and not requested on the same day of rental. Our NON-Smart Television screens can replay pictures in jpeg format **only** while using a usb flash drive directly connected to the television's usb port. Our **NON-Smart Television screens cannot replay videos** when a usb flash is directly connected to the television's usb port. To replay other types of formats customer must connect a laptop with **standard size hdmi port** along with a hdmi cable to the television's hdmi port. Photos can be edited at an additional cost by the owner, once advance notice is given and not requested on the same day of rental. **If the jpeg file or a usb flash drive provided by the renter is corrupted or unreadable on the Television, then an additional cost would apply if a technician is needed to reformat your usb flash drive or re-convert your pictures.**

e. Our **Smart Televisions** can replay pictures in png and jpeg format only while using a usb flash drive directly connected to the television's usb port. Videos in mp4 format only can be replayed when a usb flash is directly connected to the Smart Television's usb port. To replay other types of formats customer must connect a laptop with **standard size hdmi port** along with a hdmi cable to the television's hdmi port. Your usb flash drive must be correctly formatted and readable for the Television. **If the mp4 file or a usb flash drive provided by the renter is corrupted or unreadable on the Television, then an additional cost would apply if a technician is needed to reformat your usb flash drive or re-convert your mp4 video.**

13. **Audio Equipment Rentals:** To facilitate the rental of our Audio Equipment the renter is expected to meet the following conditions:-

a. We always prefer indoor locations. However, if approval is given for an outdoor event the renter must ensure that our equipment would be installed in a cool sheltered area and away from direct sunlight or away from areas where it can be damaged by water. Onsite support is mandatory for outdoor events and carry a separate cost based on location and duration of events. Exceptions to onsite support for outdoor events may apply to Do It Yourself (D.I.Y.) Rentals where management approval is required to waive conditions based on alternative satisfactory requirements. All other conditions would still apply.
b. The power source must be 110 volts and the Audio Equipment must be plugged into a separate 110 volts source, separate from other equipment.
c. The owner has the right to reduce the volume and/or decibels if the music/audio is being played at a level which can damage our equipment or if we are directed to do so by any other Authority for example, Trinidad and Tobago Police Service or the EMA.

d. If the rental area or location is unsatisfactory based on our conditions upon delivery, the owner has the power to cancel the rental without issuing a refund.
e. Gill Tech Services Ltd would not be responsible if the renter's Bluetooth device cannot connect to our Bluetooth Speaker. Once our Bluetooth device can connect and replay audio in the presence of the renter, then the renter would have to seek another Bluetooth transmitting device. Bluetooth connectivity and/or transmitting issues of this type would have in no way any responsibly on Gill Tech Services Ltd but solely on the renter's Bluetooth enabled device.

14. **Lighting Fixtures/Equipment Rentals:** To facilitate the rental of our Lighting Equipment the renter is expected to meet the following conditions:-

    a. Outdoor lighting fixtures/equipment would be rented for Outdoor Events, however, if management's approval is given to use non-waterproof lighting fixtures/equipment for an outdoor event the renter must ensure that our equipment would be installed in a sheltered area and away from areas where it can be damaged by water. Exceptions to rental conditions may apply to Do It Yourself (D.I.Y.) Rentals where management approval is required to waive any requirement. All other conditions would still apply.
    b. The power source must be 110 volts and the lighting fixtures/equipment must be plugged into a separate 110 volts source, separate from other equipment.
    c. If the rental area or location is unsatisfactory based on our conditions upon delivery, the owner has the power to cancel the rental without issuing a refund.

15. **Force Majeure Definition** - For the purposes of this Agreement "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

16. Gill Tech Services Limited would not be held responsible for any failure in complying with any contractual obligation due to an event of Force Majeure which again would not be limited to:-

    a. Any Acts of God such as but not limited to, fires, explosions, earthquakes, drought, rain, tidal waves and floods.
    b. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.
    c. Rebellion, revolution, insurrection, or military or usurped power, or civil war
    d. Riot, commotion, strikes, go slows, lock outs or disorders.
    e. Acts or threats of terrorism.

17. Gill Tech Services Limited would not be held responsible for any cancellations, postponements or failure in complying with any contractual obligation due to electricity failure or low voltage by

T&TEC or by actions taken the owner of establishment where the rented equipment would be placed or installed. In cases where equipment are handed over to a client, Gill Tech Services would not be responsible if the protection fuse for equipment is blown **after** the equipment is delivered and confirmed working in the presence of the client. Clients are to ensure that the equipment is not used on overloaded electrical circuits or on circuits that cannot handle the load of equipment. Using equipment on overloaded circuit can result in damage to equipment, inability to use the equipment or loss of caution fee paid.

18. **Law Governing Agreement** - The respective rights, privileges, duties and obligations of the Parties under this Agreement shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

19. **Modification** - Modification of the terms and conditions of this Agreement, including any modification of the services and/or equipment may only be made by a written mutual agreement between the Parties.

20. **Severability** - In case any one or more of the provisions contained in this Agreement be invalid, illegal or unenforceable, only that particular provision or part and not the entire Agreement will be inoperative. The validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired.

By signing below the renter fully read, understood and accepted the terms and conditions of this Agreement.

Renter's Name:

_____

Renter's Signature:

Date:

Owner's Name:

_____

Managing Director, for and on behalf of Gill Tech Services Limited

Owner's Signature:

Date:
