



## EQUIPMENT RENTAL TERMS AND CONDITIONS

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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 Diego Martin.

The Equipment would be rented on the day of \_\_\_\_\_ until \_\_\_\_\_ and delivered to this address \_\_\_\_\_ and bound by the following conditions.

### **CONDITIONS**

1. 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.
2. 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.
3. No allowance or refund will be made for any rented equipment or portion thereof which was claimed not to have been used.
4. 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.

5. 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.
6. Full payment or sixty percent (60%) down payment can be made to confirm the date equipment rental. This shall be paid at least five (5) working days before the date of event. Any balance owing must be paid on the day of event. A ten percent (10%) daily interest fee would be charged for any overdue balances. We also have a **thirty percent (30%) nonrefundable fee** that would be charged for any cancellation or postponement after making payment but before the day of equipment rental. Please note that **no refunds** would be payable **on the day of rental** due to cancellation or postponement.
7. 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. Clients would be required to complete a form and provide two (2) forms of ID along with a proof of address on delivery of equipment the day before the event.
8. **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.
9. **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 machine are very sensitive and should not be used on overloaded electrical circuits or on circuits that cannot handle the load of equipment.
10. **Multimedia Projector Rentals/Outdoor Movie Nights:** To facilitate the rental of our Outdoor Inflatable Screen and Multimedia Projector the client 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.

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- 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. We urge clients to 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.
11. Gill Tech Services Ltd. will not be held responsible for any failure in complying with any contractual obligation due to but not 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.
12. Gill Tech Services Ltd. will 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.

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

**Renter's Name:** \_\_\_\_\_

**Renter's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_