



MOBILE STAGE RENTAL AGREEMENT

Policies, Rules, & Regulations

COMPLIANCE WITH LAWS

The CLIENT's USE of the STAGE shall be in full compliance with any and all applicable government regulations, zoning, ordinances, and laws.

HAZARDOUS MATERIALS

The CLIENT agrees that it will not use, transport, or store materials deemed hazardous or toxic by any government agency, or otherwise regulated in any way by any government regulatory agency, on, within, or around the STAGE, without The CLIENT's prior written disclosure and request therefor, including descriptions of the CLIENT's intended compliant use, storage, and transport thereof and WATERLOO MOBILE STAGES' prior written consent therefor. If WATERLOO MOBILE STAGES is able to so consent, WATERLOO MOBILE STAGES' consent therefor may require special additional conditions of and limitations on the CLIENT's USE, and additional security deposits from the CLIENT.

ALTERATIONS

CLIENT shall not make, or permit to be made, any alterations, changes in and/or additions to the STAGE, without the prior written consent of WATERLOO MOBILE STAGES. The use of staples, nails, fasteners, or any type of tape or adhesive is not permitted on the STAGE.

INDEMNIFICATION

CLIENT shall hold WATERLOO MOBILE STAGES harmless for any and all negligent acts or omissions in connection with the STAGE or its USE. The CLIENT further agrees to hold WATERLOO MOBILE STAGES harmless from all liability, including worker's compensation claims, and all damages or claims, together with any and all costs and expenses connected therewith, arising out of the injury or death of any person or persons, or injury to property in any way connected with the STAGE or the USE during the term of this AGREEMENT, except as may be caused by the act or omission of WATERLOO MOBILE STAGES.

DEFAULT

Should the CLIENT breach this AGREEMENT or default in the performance of any of the covenants, conditions, or agreements contained in this AGREEMENT, WATERLOO MOBILE STAGES shall have all remedies available under the law, including the right to continue to hold the CLIENT responsible during the remaining TERM of this AGREEMENT, to remove the CLIENT and to re-enter the STAGE in any manner provided by law. The waiver by WATERLOO MOBILE STAGES of any breach by the CLIENT of any of the provisions of this AGREEMENT shall not constitute a continuing waiver or a waiver of any subsequent breach by the CLIENT either of the same or other provision of this AGREEMENT.

INSURANCE

CLIENT shall maintain and keep in force during the term of this AGREEMENT, at its sole expense, policies of public liability, automobile liability, property damage, and worker's compensation insurance covering in the amount of at least \$1,000,000 bodily injury and \$2,000,000 property damage. The CLIENT shall provide a current copy of a certification from its insurance company, which shall be acceptable to WATERLOO MOBILE STAGES, and which evidences that WATERLOO MOBILE STAGES is named as an additional insured, and that the CLIENT's insurance is the primary coverage for any losses during the CLIENTS'S USE.



MOBILE STAGE RENTAL AGREEMENT

LOSS OR DAMAGE

CLIENT shall be responsible for any and all damage to the STAGE, accessories, and/or equipment provided by WATERLOO MOBILE STAGES during the period of this AGREEMENT.

DISPUTES

In the event of any litigation or other legal action regarding this AGREEMENT, the STAGE, or the USE, the prevailing party shall be entitled to reasonable attorneys' fees and costs. If any controversy or dispute arises out of or as a result of this AGREEMENT, except for any action for unlawful detainer, the CLIENT and WATERLOO MOBILE STAGES agree that any such dispute or controversy shall be resolved through mediation and then binding arbitration, in Williamson County, Texas, in accordance with the rules for commercial mediation and arbitration of any provider of dispute resolution services acceptable to the CLIENT and WATERLOO MOBILE STAGES, and any award may be entered as a judgment by the Superior Court of Texas.

MISCELLANEOUS PROVISIONS

The AGREEMENT constitutes the entire understanding between the CLIENT and WATERLOO MOBILE STAGES with respect to the CLIENT's occupancy and USE of the STAGE, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT.

In case any one or more of the provisions contained in this AGREEMENT shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless to do so would materially alter the benefits and burdens the parties hereto have bargained for.

CANCELLATION

Cancellation on the part of the CLIENT must be made 30 days prior to delivery in order to receive a full refund of the deposit. Cancellations 15-30 days prior to the event will forfeit 50% of the deposit. Cancellations less than 15 days prior to the event will forfeit 100% of the deposit.

Cancellation due to inclement weather prior to delivery and setup of the STAGE will result in 50% refund of daily rental fees to the CLIENT. In the event there is no cancellation prior to delivery, the CLIENT will receive 25% refund of daily rental fees. In the event the STAGE is setup prior to the cancellation, the rental fee is not refundable.

If for any reason, WATERLOO MOBILE STAGES cannot fulfill its part of this AGREEMENT, the CLIENT will shall receive a full refund of any deposits and fees. The CLIENT agrees that the refund of the deposits and rental fees relieves WATERLOO MOBILE STAGES from any and all liability for failure to deliver or otherwise make the STAGE available.



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DELIVERY, SET-UP, AND TEAR-DOWN

CLIENT shall have a representative present at the site of the EVENT at the time the STAGE is scheduled to arrive. This representative shall accept delivery of the STAGE. The representative shall provide a planned route for delivery of the STAGE. WATERLOO MOBILE STAGES shall have absolute discretion to determine if the planned route is adequate, to amend such plan, or determine that no adequate route exists for the delivery of the STAGE to the proposed EVENT site.

The STAGE will be delivered at the hour specified. Please make sure you allow for a minimum of two hours set-up time for the STAGE. Any additional time needed for sound, lighting, video, or rigging set-up and takedown for performers, must be included in the time specified on the AGREEMENT.

Only authorized WATERLOO MOBILE STAGES personnel may setup, teardown, move, or modify the STAGE.

If the STAGE is to be used for more than one successive day, then WATERLOO MOBILE STAGES may provide personnel to secure the STAGE overnight. WATERLOO MOBILE STAGES, prior to the rental date, and in its sole and absolute discretion, will determine if the STAGE shall be removed from the site after each day's use so as not to be stored on-site overnight. If WATERLOO MOBILE STAGES makes such determination, the CLIENT shall pay the cost for removal and delivery for next day's use. If the STAGE is stored overnight at the location of the EVENT, the CLIENT shall provide certified security guard(s) on-site with the STAGE.

WATERLOO MOBILE STAGES and the CLIENT will inspect the STAGE after setup and note any existing damages or defects. The CLIENT accepts full responsibility for the security of the stage during the entire period it is on-site. The CLIENT shall be responsible for any loss and/or damage to the STAGE, accessories, and/or equipment provided by WATERLOO MOBILE STAGES during the period of this AGREEMENT.



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DEPOSIT & PAYMENT TERMS

A \$1,000 deposit is due at the time of booking to reserve the date(s). Remaining balance is due prior to stage load-in.

RENTAL/LEASE AGREEMENT

This AGREEMENT is made by, and between, WATERLOO MOBILE STAGES and the CLIENT as listed below and under the terms and conditions set forth in this AGREEMENT.

CLIENT

Name _____
Address _____
Telephone _____
Email _____

PROJECT/EVENT

On-site Representative _____
Event Date(s) _____ - _____
Delivery Address _____
Location & Orientation On-site _____
Delivery/Set-up Date _____ Time _____
Teardown/Pick-up Date _____ Time _____
Total # of Days _____

CLIENT

Printed Name _____ Date _____
Signature _____

WATERLOO MOBILE STAGES

Printed Name Keith Barger Date _____
Signature _____