

CW Stage Works, LLC
3371 Mt. Philo Road
Charlotte, VT 05445

Terms & Conditions

This Agreement, made and entered into between the Lessor and the Lessee. Whereas, Lessee hereby desires to rent the equipment listed on a Rental Agreement and on any attachment thereto upon the terms and condition hereinafter set forth. Now, Therefore, for and in consideration of the mutual promises and covenants between the parties, and other good valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is agreed as follows:

1. EQUIPMENT RENTED, PAYMENT AND INSPECTION

a. Equipment rented, term. Lessor hereby rents to Lessee, the items of equipment (hereinafter referred to as the "Equipment") listed on the Rental Agreement and any attachment thereto. Lessee agrees to pay Lessor the daily or weekly rates reflected on Lessor's current Schedule of Rental Rates, receipt of a copy of which is hereby acknowledged by Lessee, for each and every day until the Equipment is returned to Lessor's premises at the Address shown on the Rental Agreement, commencing on the Rental Start Date shown on the Rental Agreement and running to the date of return, including Saturday, Sundays and holidays. Lessee agrees to return the Equipment on the Return Date shown on the Rental Agreement (hereinafter referred to as the "Return Date"). Rental Rates are subject to change without notice.

b. Payment. Lessor acknowledges receipt from Lessee of payment in advance of rental, if any, shown on the Rental Agreement. Lessee agrees to pay the remaining balance of all the rental, taxes, insurance, and all other charges immediately upon return of the Equipment or on the Return Date, whichever is earlier. Lessee's obligation to pay rental charges, tax, insurance and all other charges will be unconditional without abatement, deduction or set-off.

c. Lessee acknowledges it has inspected all Rental Equipment prior to the execution of the Agreement and found it to be in good condition and suitable for its needs. Lessor is in no way responsible for any liability, claims, costs or expenses arising out of the use or possession of the Equipment by Lessee.

THE LESSOR, NOT BEING THE MANUFACTURER OF THE LEASED EQUIPMENT NOR MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE LEASED EQUIPMENT, NOR ANY WARRANTY THAT THE LEASED EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC EQUIPMENT OR SPECIFIC METHODS, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE ARE TO BE BORNE BY THE LESSEE AT ITS SOLE RISK AND EXPENSE. THE LESSEE FURTHER AGREES THAT THE LESSOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE CONDITION QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF THE EQUIPMENT IN ANY RESPECT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED. THE LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH.

2. LESSEE'S RESPONSIBILITY AND LIABILITIES

a. Destroyed, Lost or Stolen Equipment. In the event that all or any of the Equipment is destroyed as a result of any cause whatsoever, lost or stolen. Lessee shall immediately pay to Lessor the replacement value of such Equipment as determined by Lessor or the actual cost of replacement. During the period such Equipment is not available for use by either Lessor or Lessee because of being so destroyed, lost or stolen, the Rental Rate for such Equipment shall be paid by Lessee to Lessor until it is again available or replaced.

b. Damaged Equipment. Lessee has inspected each and every item of Equipment and found each such item to be in good condition, free of defects or damage, and agrees to maintain the same in good condition and repair during the rental period and until the Equipment is returned to the Lessor. Lessee shall not in any way alter or modify the Equipment. In the event any item of Equipment is damaged either in transit or while in the actual or constructive possession hereunder of Lessee, or its agents or employees, it is hereby agreed

that Lessee shall immediately return such damaged Equipment to Lessor for repair or restoration to its original, serviceable condition. Lessee shall pay all costs of such repairs or restorations, and pay to Lessor the Rental Rate on such Equipment during the entire time such Equipment is being repaired or restored.

3. INSPECTION BY LESSOR

During all times the Equipment is in the actual or constructive possession of Lessee, Lessor, its agents or employees may inspect the Equipment, enter upon any premises where the Equipment is being stored or used, and if it is found that the Equipment is being misused, abused or if the Lessee is in default as to any of the provisions hereof, repossess the Equipment or any part thereof prior to the expiration of the Rental Agreement.

4. VALUE OF EQUIPMENT

Lessee agrees that the value of the Equipment in the event of any loss or damage during the rental period shall be the replacement cost of the Equipment, or cost of comparable Equipment in the event such lost or damaged Equipment cannot be replaced in kind, plus applicable sales or use taxes, and plus applicable freight charges.

5. TAG OR NAMEPLATE

Lessee agrees not to permit defacement, obliteration, removal or otherwise cover or obscure the tag or nameplate or any item of Equipment showing the ownership of the Equipment or displaying safety instruction. Lessee acknowledges that it only has right of possession and use of the Equipment pursuant to the terms of the Rental Agreement and has no option to purchase the equipment or any option to renew or extend the terms of the Rental Agreement without the written consent of Lessor. It is further agreed that at all times the title and ownership of the Equipment shall remain Lessor.

6. TERMINATION BY LESSOR

Lessor may terminate this Agreement on twenty-four (24) hour notice, either by mail, personal service, telephone or telegram. Upon such termination, Lessee shall forthwith return to Lessor's premises at Lessee's risk and expense, the Equipment in the same condition as it was when first delivered to Lessee.

7. ATTORNEY'S FEES AND JURISDICTION

In the event any of the payments hereunder become in default, or if Lessee shall fail to perform any other provision of this Agreement, then it is hereby stipulated and agreed that Lessor may file legal proceedings in the Chittenden Superior Court, and serve summons and/or pleadings upon Lessee by US Mail at the address shown on the Rental Agreement and Lessee hereby consents to said jurisdiction and submits to said venue. This Agreement shall be governed by the law of Vermont. If any provision of this agreement shall be found to be invalid or unenforceable, the remainder of the provisions of this agreement shall not be affected thereby, and this agreement shall be enforced to the maximum extent permitted by law. In the event that Lessor shall be required to commence any action to enforce any provision of the Rental Agreement, Lessor shall be entitled to recover its attorney's fees and all other costs and expenses incurred by Lessor in enforcing the provisions of this Rental Agreement.

By Signing below, I have read, understand, and agree to the above Terms and Conditions.

Please print and sign below.

Company: _____

Address: _____

Phone: _____

Print Name: _____

Sign Name: _____

_____ Date