

1. SDSL uses great care to have all equipment in good order and repair, gives no warranty expressed or implied, as to condition or quality of any other matter of any equipment rented, and will in no way be responsible for damages resulting while in user's possession. All returns are subject to inspection.
 2. RENTAL RATES AND PERIODS. Rental rates are established for single day, single week and for multiple week periods. All charges are based on the time in the LESSEE's possession whether in use or not.
 3. All rentals are due back by close of business on day that contract expires.
 4. In the event the renter fails to return said item(s) at agreed time, or fails to abide by any other terms of this contract, the rental agent (SDSL) may repossess it without notice to renter, and the rental agent (SDSL) is hereby released from all claims arising there from.
 5. Any item(s) not returned by the agreed time shall have additional charges accrue until the missing items are returned. These charges shall be determined by the rental agents published rates. Any item not returned within seven (7) days after agreed due date shall be charged to the renter at the retail replacement cost. NO credit will be allowed for the rental cost.
 6. The security deposit, if required will be refunded upon return of all rental items herein described, if all obligations and regulations of this agreement have been satisfied and adhered to by the renter. All DEPOSITS are non-refundable 48 hours before scheduled event of said contract or agreement commences.
 7. Any spare lamps or equipment must be returned with rental package. If spares are used, the burned out lamps must be returned with hereby rental or full retail replacement cost will be charged. This applies to any item marked spare on rental contract.
 8. The renter agrees to insure said property against all risks of loss or damage in a sum of not less than the total aggregate equipment value or the actual current retail value of such equipment, with an insurance carrier acceptable to SDSL and, at the option of SDSL, to supply a certificate for same. Renter hereby assumes the entire risk of loss, damage or destruction of equipment from any and every cause whatsoever commencing with delivery of said equipment to renter, and renter shall (except to the extent proceeds of insurance provided by renter cover such loss) at SDSL'S option (a) repair fully such item, (b) pay SDSL all unpaid rental and/or current equipment replace value in cash (c) replace such item with a like item acceptable to SDSL, or such combination of above.
 9. RENTER/PURCHASER agrees to operate said equipment only in the manner for which it was intended. RENTER agrees not to attempt to make any repairs or alternations of any nature, kind or description and in the event that rental equipment becomes inoperative, SDSL is to be notified at once. 619-299-2300.
 10. You understand there are risks in and around staging and lighting equipment. By signing this agreement you (and the Equipment users) agree not to sue SDSL for any reason. YOU AGREE TO ASSUME ANY AND ALL RISKS (both primary assumption and secondary assumption of the risk) INVOLVED WITH OR ARISING FROM YOUR USE OF THE RENTAL EQUIPMENT DESCRIBED ABOVE (hereinafter, including, but not limited to: the risks of death, bodily injury, property damage, falls, collisions with stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act(s) of any other person, firm, or company (actual damages, consequential lost profits, electric shock, trip and fall, misuse of product.
- AS A CONSIDERATION FOR BEING PERMITTED BY SDSL TO RENT ITS EQUIPMENT, YOU HEREBY AGREE THAT YOU, YOUR ASSIGNESS, HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANS, AND LEGAL REPRESENTATIVES WILL NOT MAKE A CLAIM AGAINST OR SUE SDSL OR ATTACH THE PROPERTY OF SDSL FOR ANY INJURY OR DAMAGE RESULTING FROM THE NEGLIGENCE OR OTHER ACTS, HOWSOEVER CAUSED BY THE EMPLOYEES, AGENTS, CONTRACTORS, OR OTHER REPRESENTATIVES OF SDSL, OR RESULTING FROM ANY DEFECT IN THE EQUIPMENT RENTED BY YOU UNDER THIS AGREEMENT. YOU HEREBY RELEASE SDSL AND ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR OTHER REPRESENTATIVES FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT YOU OR ANY OF YOUR ASSIGNEES, HEIRS, SUCCESSORS, DISTRIBUTEES, GUARDIANDS OR LEGAL REPRESENTATIVE NOW HAVE OR MAY HEREAFTER HAVE FOR INJURY OR DAMAGE RESULTING FROM YOUR RENTAL OF STAGE AND LIGHTING EQUIPMENT, WHICH INCLUDES BUT IS NOT LIMITED TO: STAGES, TRUSSES, RIGGING, CHAIN MOTORS, DRAPERY & HARDWARE, ELECTRICAL DISTRIBUTION, LIGHTING, LADDERS, LIFTS.
11. You agree to indemnify and defend SDSL against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in anyway arise from or connected with your use of the rental property described above, whether such damage results from any negligent act or omission or is related to strict liability.
 12. NO RETURNS without prior authorization. NO RETURNS of lamps, paint, gel, patterns, tape, books, fabric, videos or custom orders. ANY authorized return will be charged a 20% restocking fee or our costs incurred, whichever is greater.
 14. ALL CABLE must be returned with at least one tie holding coil together. Failure to do so will incur additional charges.
 15. ALL Drapery must be folded and put into respective bag. Failure to do so will incur additional charges. DO NOT use tape or staples on drapery. Drapery must be clean and dry. Additional charges for cleaning and fire retardant will be charged.

