

# Boom Audio Services

## Event Production Agreement

Invoice #: \_\_\_\_\_

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

by and between: \_\_\_\_\_ hereafter called the Lessee,  
and Boom Pro Sound LLC, dba Boom Audio Services, hereafter called the Lessor.

### **Leese and Lessor, for the consideration hereafter named, agree as follows:**

Under the General Conditions of Lease attached to this sheet, Lessor hereby leases to Lessee all equipment and staff as listed in attached QUOTE for use at such location and at such rental rate for approximately such time as is therein stated. Lessor shall furnish such equipment in operative condition.

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

Lessee also agrees to provide the following at no cost to BPS:

1. Direct truck access to loading entrance at time of load in and load out.
2. Parking for 1 truck for the duration of the event.
3. Adequate electrical service for all production equipment onsite.
4. A professional security force. Customer is responsible for all equipment onsite from loss, theft, or damage.
5. A clear area for production control. Exact position TBD.
6. An authorized representative onsite at time of load in to position structure(s)
7. Client media available at time of load in to test.
8. All technical riders, stage plots and room or site plans and show schedule available at least 1 week prior to load in for review.
9. Onsite restroom facilities for crew from beginning of load in through the end of load out.
10. Work light for after hours.
11. All local permits, licenses, or government fees and taxes associated with this production.

### **Power requirements (only applies if client is providing electrical service) are as follows:**

1. A certified electrician to make and break connection. BPS technicians are not licensed, nor are they permitted to do this work.
2. Supplied circuits and electrical outlets to be located no further than 10 feet from the staging area.
3. BPS not to absorb any electrical, union, rigging, access, or other charges from venue.
4. Labor hours outlined above are estimated only based on information provided. Any additional hours of labor required will be charged at prevailing rates.

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**1) RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.

**2) RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the provided quote or list of equipment, at the rate therein stipulated.

**3) PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated. The initial payment shall be 50% (fifty) at the time of signing this contract, and 50% (fifty) at the time of delivery of equipment. Lessee shall pay Lessor delinquent return fee at fifteen percent (15%) of the entire rental fee on any delinquent return of equipment from the date when such return was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees. The initial 50% payment shall be considered a non-refundable deposit except as otherwise defined in Section 16 of this agreement.

**4) SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement. Security deposit shall be paid in a separate personal or business check of Lessee, drawn on a bank local to the Atlanta area, for an amount equal to the full replacement cost of the equipment rented or \$500, whichever is greater. Said check shall be returned to the Lessee uncashed at time of return of equipment. When payment deposit of 50% of contract price is paid by Lessee at time of this contract, no security deposit shall be required.

**5) FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment unless otherwise agreed by parties at time of this contract.

**6) MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected.

**7) REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.

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**8) DISCLAIMER OF WARRANTIES.** LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

**9) INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

**10) RISK OF LOSS.** Lessee shall be responsible for loss or damage to property, material, or equipment belonging to Lessor, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessor while said material property, or equipment is in Lessee's care, custody, control or under Lessee's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

(a) For all production agreements where Lessor is on site and in control of equipment, property or material at all times, Lessor shall be responsible for loss or damage to property, material, or equipment belonging to Lessor, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessor while said material property, or equipment is in Lessor's care, custody, control or under Lessor's physical control;

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(b) EXCEPTION to subsection (a) above is if any party not directly affiliated with Lessor, such as performers, workers hired by Lessee, or any other person not directly under the control or supervision of Lessor, damages in any manor said property, material, or equipment belonging to Lessor, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessor while said material property is on location of lessee, then Lessee shall be responsible for loss or damage to property, material, or equipment belonging to Lessor, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessor while said material, property, or equipment is on location of lessee.

**11) OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment. Lessee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.

**12) DEFAULT: REMEDIES.** If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law.

Lessor shall have the right to exercise any one or more of the following remedies. (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Lessee. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the equipment. (c) To take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing. (d) To terminate this lease as to any or all items of equipment. (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All such remedies are cumulative, and may be exercised concurrently or separately.

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**13) NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

**14) REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

**15) EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

**16) CANCELLATION OF EVENT AND REFUNDS.** In the event of cancellation of the scheduled production, Lessor shall refund 50% of deposited funds minus any incurred expenses. Exception to this refund clause is in the event of cancellation due to force of nature, acts of war or terrorism or other unforeseeable and uncontrollable circumstance, Lessor will provide production coverage to the Lessee at a rescheduled date of the Lessee's choice. In the alternative to a rescheduled date, Lessor would provide a refund of deposited funds minus any incurred expenses if Lessor has not yet, at the time of cancellation, begun setup of production on site at Lessee's location.

**17) ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MARYLAND.**

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THE UNDERSIGNED ACKNOWLEDGES THAT BEFORE SIGNING HE HAS READ, UNDERSTOOD, AND RECEIVED A COMPLETED LEGIBLE COPY OF THIS AGREEMENT AND A LEGIBLE COPY OF EVERY OTHER DOCUMENT REFERENCED, AND AGREES TO BE BOUND BY ALL THE TERMS THEREOF.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

BOOM AUDIO SERVICES, Lessor

By: \_\_\_\_\_  
Richard Morales, Owner, Boom Audio Services

\_\_\_\_\_  
Lessee (Printed name)

\_\_\_\_\_  
Signature