

ADDENDUM TO CONTRACT

Company/Customer: \_\_\_\_\_

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

Rental Order: \_\_\_\_\_

TERMS & CONDITIONS

1. GENERAL CONDITIONS. Renter agrees to rent the equipment specified on the front from Beamworks Inc.. 510 St. Petersburg Dr. E. Oldsmar, FL. 34677. The rental fees, the start date and rental term per item shall be as noted on the front. The renter agrees to pay the aforementioned rental fees for the Entire rental term specified and to return the equipment in the same condition as received, normal wear and tear excepted. The undersigned also agrees to be responsible for the safe keeping of the equipment and to reimburse Beamworks for any loss or damage that might occur. You agree not to disassemble the equipment for any purpose nor will you tamper with its internal components in any way unless given written permission by Beamworks. In the event of total equipment loss due to theft, fire, damage, opening or tampering with the equipment, or any other cause, the undersigned agrees to pay Beamworks the full replacement value for each piece of equipment noted on the front by the heading titled "Repl. Value". If equipment loss insurance is desired it is the renters responsibility to provide it. Unless canceled by the renter at the end of the contract term this contract automatically renews itself at the same rate and period specified on the front. It is the renter's responsibility to terminate this contract and ensure that the equipment is returned. It is understood that the equipment will be located at one of the renters addresses specified on the front and may not be moved without permission from Beamworks Inc. This contract is non-transferable to any other party, renter without permission from Beamworks. Beamworks reserves the right to terminate this agreement at any time and retake the equipment.

2. PAYMENT TERMS. Rental charges are due in advance on the first rental day of each period. This contract is in itself an invoice from which the renter may pay. The undersigned agrees to pay Beamworks costs and expenses of collection and repossession including the maximum attorney's fees permitted by law, if this contract is breached. In such case, rental charges continue to accrue until full payment is received by Beamworks Inc., less ten days. Renter authorizes Beamworks to charge any or all of his or her credit card (s) for any overdue contract charges. All overdue contract charges are subject to a finance charge of 18% per year. Renter agrees to pay the full rental rate for the entire period contracted even if the equipment is returned early. Beamworks does not prorate contract charges in any event. If renter desires to return the equipment early and Beamworks at our discretion agrees to release him or her from this contract, renter agrees to pay a \$50.00 escapement fee and retroactively pay Beamworks's published rental rate for the period the equipment was in his or her possession. If any rental charges are not paid within (30) days of their due date, we in our discretion may recalculate all charges on a daily rental basis.

3. RESPONSIBILITY FOR USE. Renter agrees he is entirely responsible for knowing how to operate and configure all rented

equipment and/or software. Beamworks is under no obligation to instruct the renter. Beamworks set-up fee if any covers only physically plugging together the various rental components. Any further configuring, interfacing, switch settings, software manipulating, etc. is the renter's sole responsibility. Renter assumes full responsibility for performing proper and timely backups of his data.

4. WARRANTY DISCLAIMER. WE MAKE NO WARRANTY NOR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP. You agree that you have selected the equipment based upon your own judgment and knowledge and are aware of possible malfunctions, which are inherent in the operation of such equipment. You assume all risks inherent in the operation and the use of the equipment. You agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold us harmless from and here by release us from any and all claims for damage of any kind resulting from the use, operation or possession of the equipment. You shall be responsible for such damage whether or not be claimed or found that such damage may have resulted in whole or in part from our negligence, from the defective condition of the equipment or from any cause. We shall not be responsible:

- a) Any personal injury or property damage
- b) Any loss or alteration of the data contained on your storage disks or the internal memory of the equipment.
- c) Any incidental or consequential damages, including the loss of anticipatory profits.
- d) The compatibility, unsuitability or incapacity of the equipment or the operating software to perform with any applications software used by you.

5. EQUIPMENT FAILURE. Beamworks agrees to provide free repair service for normal wear and tear during the rental term. You agree to immediately discontinue any attempt to use the equipment at any time it fails to operate properly and you will immediately (one hour or less) notify us of the problem. We agree in our discretion to make the equipment operable within a reasonable time, within our normal business hours, provide you with replacement if available or adjust the rental charges. This provision does not relieve you from any of the obligations imposed by this lease.

6. MODIFICATION OF CONTRACT. This document represents our entire contract, and there are no collateral, oral or, other agreements outstanding. None of our rights may be changed except in writing signed by an officer of Beamworks Inc. and made a part of this lease.

I HAVE READ AND UNDERSTAND THE ABOVE

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_



**LIGHTING-VIDEO-AUDIO**  
**EVENT RENTAL/PRODUCTION**