

Westfield AV Inc. Rental Policy Guide, Conditions, and Contract

WESTFIELD AV INC. (WAV) will make every effort to design a rental to meet the Renter's needs. The Authorized Renter (Renter) is required to provide security, adequate to our satisfaction, to protect the equipment.

Reservations:

Reservations can be made by phone or by email. All rentals are subject to availability. A contract must be signed prior to the start of the rental term.

Cancellations:

Notice of cancellation of services must be submitted at least 48 hours (2 Full Business Days) in advance of intended use. Failure to do so will result in a 50% charge. Once equipment has been picked up or delivered, Renter cannot cancel or change order without accruing additional fees.

Rental Fees:

Rental fees are as posted by WAV unless other written arrangements have been made with WAV, or as per rental agreement. Minimum rental period is one day. Fees paid are non-refundable once equipment has been picked up or delivery has commenced.

Payment:

Payment of the rental fee is required at the beginning of the rental term, unless other arrangements are made. Should arrangements be made by Renter to pay WAV for services after rental, Renter agrees to pay these fees in a timely matter as specified by WAV. Renter accepts responsibility for \$35 (minimum) or 20% of invoice total (whichever is more), late fee which accrues monthly for all unpaid invoices past their due date. Any discounts and/or promotional pricing will be subject to removal if invoice is not paid in full by due date. Renter agrees to pay all collection fees should an outside agency need to be contacted to collect payment. Any discrepancies between actual and estimated cost will either be billed for directly after work is complete, or a credit will be given immediately. We will accept cash, credit card or cashier's check. Personal or business checks are accepted at our discretion. Credit arrangements must be approved in advance. Proper identification is required. Credit card payments accepted only for payments of \$1000.00 or less unless other arrangements have been made in advance. Administrative fees will be added to credit card charges over \$1000.00.

Equipment Pick Up & Return

WAV will deliver the equipment to the jobsite unless other arrangements are made. If Renter is picking up equipment, arrangements must be made no less than 24 hours in advance and deposit paid. Equipment pickup and drop-off locations may change at the discretion of WAV. Equipment is to be dropped off BEFORE 12:00 PM on delivery date unless prior arrangements have been made. Equipment dropped off after this time will result in a late charge of 25% of equipment total or \$25.00 whichever is more

Renter's Responsibility:

The Renter is wholly responsible for any loss or damage to the rental equipment. WAV does not offer any insurance coverage for the rental items. In the event of loss or damage of the item, for any reason, or if the item is not returned on or before the agreement expires, the Renter will be liable for up to full replacement value of the equipment, and possible penalties given at the discretion of WAV. The minimum charge for any one missing item is \$25.00. All equipment is available for inspection and testing by the Renter on the day of rental. Failures must be reported immediately. Any price adjustments due to failure will be determined by WAV. In the event of an equipment failure, back-up equipment will be supplied to the very best of our abilities. Unauthorized service or modification to any rental equipment will result in further charges. WAV reserves the right to inspect the equipment at any time during the rental term and has the option to remove the equipment for failure to meet with the contract terms, without refund. WAV is not responsible for the compatibility of our equipment with outside/3rd party equipment of any kind.

Liability:

Renter hereby agrees to indemnify and hold harmless WAV, its offices and employees from any and all claims, suits, damages, losses, liabilities (including Worker's Compensation for Renter's employees and agents either full-time or day-hired), including attorney fees for: loss of life or injury to any person, damage to property or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented equipment or facilities, including but not limited to such damage or injury which may be caused by the negligence of WAV, its agents, offices, or employees.

Legal Action:

Any dispute arising under or pursuant to this agreement shall be controlled by New Jersey Law. Should Renter default, or fail to perform under any provision herein, Renter agrees to pay reasonable attorney's fees and other costs actually incurred by WAV in enforcing such provisions. This agreement involving equipment, facilities, and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

I the Renter have read this contract and agree to all the terms and conditions. By signing this contract the Renter represents and covenant that they are of full legal age and have the right and capacity to contract in their own name in their jurisdiction.

_____ for _____
Please Print Authorized Renter Company Name

Please Sign _____ Date: _____

BELOW AREA IS FOR DIGITAL SUBMISSIONS ONLY

I the Renter have read this contract and agree to all the terms and conditions. By initialing and clicking here the Renter represents and covenant that they are of full legal age and have the right and capacity to contract in their own name in their jurisdiction .