



PO Box 13, Puyallup, WA 98371 || 253.200.3452 || Hello@PLAYEventRentals.com

CARD AUTHORIZATION AGREEMENT

PLAY accepts Visa, Master Card, Discover & American Express. We do not recommend the use of debit cards. Authorizing a hold on a debit card will result in the complete removal of the approved transaction amount from your account. Depending on the issuing bank, there may be a delay in releasing the funds once PLAY has released the transaction. Please consult with your bank to ensure the funds are returned to you in a timely manner.

I, _____, authorize PLAY Event Rentals, a division of Tony Schwartz Productions, to charge for any of the the following, as applicable, for my rental order(s):

- Balances Due
• On-Site Charges (Wait Time, Setup, Strike, On-Site Technician)
• Security Deposits
• Cleaning Fees for Dirty Equipment
• Repair Costs for Damaged Equipment
• Full Replacement Value for Lost or Stolen Equipment

Card Type: VISA [] / MASTERCARD [] / DISCOVER [] / AMEX []

Card Number: _____ Exp Date: _____ Security Code: _____

Cardholder Name: _____

Company: _____

Billing Address: _____

City / State / Zip: _____

Cardholder Phone: _____ Cardholder Email: _____

I, _____, hereby agree and give permission to PLAY Event Rentals to authorize and/or charge the card provided above, and I, as well as the cardholder listed above, also agree to not file a chargeback for any charges, fees and/or payments associated with my rental as described in the Rental Agreement and/or Scope of Work associated with my rental. I declare under penalty of perjury under the laws of the State of Washington that the information I have provided is correct. I hereby take full responsibility for payment and any missing or damaged equipment that may occur.

Client's Signature: _____ Date: _____



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RENTAL AGREEMENT

These terms and conditions shall constitute the entire agreement (“Agreement”) between PLAY and Client (individually “Party” and, collectively, “Parties”). PLAY agrees to provide audio/visual and/or related equipment (the “Equipment”) and audio/visual production, and/or related services and labor, if any, (“Services”) to the Client under this Agreement. Any Scope of Work, Quote, Bid, Proposal, Invoice or similar document issued by PLAY (each a “SOW”), where work is performed under such document, is deemed accepted by Client and incorporated herein. Client agrees to be bound by this Agreement and all the terms and conditions therein, whether or not Client has read them.

1. **DEFINITIONS.** For purposes of this Agreement, “PLAY” means PLAY Event Rentals, a division of Tony Schwartz Productions, LLC, and its employees, members, managers, officers, agents, assigns, affiliated companies, related entities, and any subcontractors appointed by PLAY. The term “Client” means the Client, its employees, officers, directors, managers, members, guests, invitees, agents, representatives, and contractors.
2. **RENTAL TERM.** The “Rental Term” shall begin on the date the Equipment leaves PLAY’s warehouse and shall end when the Equipment is returned to PLAY’s warehouse and accepted in satisfactory condition by PLAY. “Acceptance” by PLAY shall mean that PLAY shall have examined the Equipment for damages and marked the Equipment as “returned” in PLAY’s computerized system. The acceptance of the returned Equipment is not a waiver by PLAY of any claims PLAY may have against Client, nor a waiver of claims for latent or after-discovered damage to the Equipment.
3. **PAYMENT TERMS.** Payment of all fees due for Equipment and Services, as applicable, are set forth in the SOW. The Client acknowledges and agrees that the deposit to hold the reservation, once paid, is a non-refundable payment and deemed final. Client agrees to pay PLAY all charges in this Agreement, including any and all Equipment, Services and/or labor overages. No allowance will be made for unused Equipment. Late payments are subject to a service charge of the lesser of ten percent (10.0%) per month on the unpaid balance or the highest rate allowed by Washington State law. If PLAY commences a collection action, Client will be liable for all expenses incurred, including reasonable outside attorney’s fees and costs of collection incurred by PLAY.
4. **SECURITY DEPOSIT.** PLAY may, at PLAY’s option, require Client to give PLAY a security deposit in an amount determined by PLAY. If security deposit is done by credit and/or debit card, Client and/or cardholder waive all rights to dispute charges with credit/debit card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/debit card company fails to honor PLAY’s charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of PLAY under this Agreement, Client shall remain absolutely liable for the full amount of the claims. The election by PLAY to request and accept a security deposit in lieu of proof of insurance certificate from Client, or for any other reason, does constitute a waiver of limitation by PLAY of any of PLAY’s rights or Client’s obligations under this Agreement. The security deposit will be returned to the Client upon PLAY’s acceptance of the Equipment in satisfactory condition.
5. **ESTIMATES AND CHARGES.** In connection with this Agreement or any SOW between PLAY and Client:
 - (a) Any estimate provided to Client in connection with the expected service hours, labor hours, and/or number of days the Equipment is rented is solely an estimate. In the event the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any SOW, Client will be charged for those overages at PLAY’s standard daily rates, less any applicable discounts. A day’s rental period is all or any portion of each 24-hour period starting at 06:00 and continuing through 05:59 the following day.
 - (b) In the event of any missing accessories (including but not limited to cables, power cords, cases, etc.), Client agrees to reimburse PLAY for the full replacement value of the missing accessories.
 - (c) At PLAY’s discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return: smoke, mud, dirt, chalk, powder, sand, tape residue and/or any other matter that must be removed from the Equipment before it is placed back in PLAY’s inventory.
6. **SALES AND USE TAX.** Unless specifically referenced in the SOW, pricing does not include applicable sales or use taxes. All taxes, withholdings, if applicable, will be paid for by Client in addition to the agreed upon price. Client agrees to indemnify PLAY for any taxes incurred and costs relating to penalties and collections.
7. **TAX EXEMPT.** If Client is exempt from the payment of sales or other applicable tax, a tax exemption certificate must be submitted prior to the payment of the balance due. If Client fails to timely submit an applicable tax exemption certificate, the sales or other applicable tax shall be due and payable at the time of final invoice.
8. **DELIVERY AND PICKUP.** PLAY will deliver the Equipment at the confirmed location and time on the SOW. Client agrees that Client, or an authorized representative of the Client, will be present at the confirmed location and time to sign for and receive delivery of the equipment. Any refused or returned deliveries will be processed as a completed rental transaction, with the full lease, service and other fees assessed against Client in addition to all other fees and charges provided in this Agreement. In the

Client _____ PLAY _____

event that Client, or Client's authorized representative is not present at the confirmed location and time on the SOW to sign for and receive delivery of the Equipment, Client authorizes PLAY to apply and charge a wait time fee to the card on file. The wait time will begin at the confirmed time on the SOW and stop when Client, or Client's authorized representative, is present at the confirmed location on the SOW and signs for and receives delivery of the Equipment. Client also agrees that a wait time fee may be charged if the Equipment is not ready for pickup at the confirmed time specified in the SOW.

- 9. DELAY IN DELIVERY.** PLAY shall not be liable for late delivery caused by the Client's failure to comply with this Agreement, or war, strikes, or any other cause whatsoever beyond the control of PLAY. In the event of such delay, the time for delivery shall be extended for the same period that PLAY was delayed by such occurrence.
- 10. DAMAGE TO EQUIPMENT.** Client agrees that, at the time of delivery and prior to the start of the event, it shall have the right to review and inspect the Equipment with PLAY personnel to confirm it is in good operating condition. Client shall immediately notify PLAY if any Equipment is defective or not in good operating condition. Client's failure to review or inspect the Equipment prior to the start of the event or notify PLAY if the Equipment is defective or not in good operating condition shall be deemed an acknowledgment that the Equipment is in good operating condition. At the end of the Rental Term or its earlier termination, PLAY shall notify Client of any damages or loss within a reasonable amount of time after the Equipment is returned to PLAY's warehouse. Client shall remain responsible for any damage to the Equipment discovered by PLAY after inspection of the returned Equipment. Client agrees to pay for all damages because of lost, damaged, or stolen Equipment, including loss or damaged caused by Client's accident, misuse, or neglect, based upon repair costs for reparable Equipment or full replacement cost for lost, stolen or irreparable Equipment. If the Equipment in question is no longer replaceable by the same make and model, Client shall compensate PLAY for a model equal in monetary value, features and performance of the lost, stolen, or damaged Equipment. However, should the Equipment listed on the order be damaged, lost, or stolen due to PLAY's sole negligence, PLAY shall be responsible for the repair or replacement of the Equipment. In no event will PLAY be liable for any Client damages or loss caused, in whole or in part, by the loss, malfunction, or damage to any Equipment.
- 11. OWNERSHIP.** All Equipment and materials are on a rental basis for the duration of the event and shall remain the property of PLAY, except where specifically identified as a sale. Client shall not have or at any time acquire any right to possession, including possession through use, loss, damage, or failure to return the Equipment. Title to the Equipment shall at all times be in PLAY. Client agrees not to pledge, mortgage, or in any other way encumber the Equipment. Client agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, Client agrees to reimburse PLAY in full for those charges. PLAY makes no claims to images, video, or sound recordings made by Client while using the Equipment.
- 12. SUBLEASE.** With the prior written consent of PLAY, Client shall have the right to sublease the Equipment and, in the event of a sublease, Client shall be full responsible for all insurance on, repair, and replacement of, and reclamation of the Equipment. PLAY reserves the right to replace the Equipment at Client's expense at full retail value if the subleased Equipment is lost, damaged, or untimely returned.
- 13. INSURANCE.** Client shall, immediately upon signature hereof, insure the Equipment for the full replacement value and keep the Equipment insured throughout the Rental Term against loss or damage by accident, fire, or theft, with an insurance company and for a sum approved by PLAY under a comprehensive liability policy in the name of PLAY. Client shall furnish to PLAY, upon demand, copies of a certificate evidencing such insurance. Client hereby irrevocably appoints PLAY as the agent for the purpose of receiving all monies under any applicable insurance policy, to be applied for PLAY's sole benefit.
- 14. USE OF EQUIPMENT.** Unless otherwise expressly assumed by PLAY as part of the Services, Client is responsible for the Equipment for the entire Rental Term. Client shall operate and use the Equipment in accordance with the manufacturer's instructions and recommended use and shall neither abuse or misuse the Equipment nor use or store the Equipment in any manner or at any location which will subject it to abnormal or hazardous conditions or risk. Client will take all necessary precautions during use or storage of the Equipment to protect the Equipment and all persons using the Equipment from injury or damage. PLAY reserves the right to limit Client's access to equipment if Client retains PLAY to provide an on-site technician(s) to operate equipment.
- 15. EQUIPMENT MODIFICATIONS.** Client agrees that it will not make any alterations, additions, or improvements to the Equipment and may not disassemble the Equipment except to the extent necessary to replace consumables. In the event of any material modifications, Client will be responsible for all reasonable costs of PLAY in restoring the Equipment to its normal condition.
- 16. EQUIPMENT HANDLING/SURRENDER.** The Equipment must remain at the event venue as set forth in the SOW and may not be transferred without the express prior written approval of PLAY. Client agrees that PLAY shall have the right to enter the premises where the Equipment is located and shall have access to the Equipment at all times for the purposes of set, strike, maintenance, and routine checks. On the expiration or earlier termination of this Agreement, the Equipment shall be returned in good repair, condition, and working order, subject only to reasonable wear and tear. If Client brings its own devices (including but not limited to laptop, tablet, cell phone, usb thumb drive, or web camera) to be used in conjunction with the Equipment during the event, PLAY recommends those devices be tested with the Equipment prior to the start of the event to ensure compatibility.
- 17. CONDITION OF EQUIPMENT.** PLAY maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. PLAY represents that all Equipment will leave its custody in good working order. However, PLAY does not provide any express or implied warranty for the Equipment or Services, including any warrant of fitness for a particular purpose or merchantability, and it does not warrant or guarantee that the Equipment, Services, or labor being provided will be free of defect, malfunction, or operator error. If the Equipment malfunctions or does not operate properly during the event for any reason whatsoever, Clients agrees to immediately notify PLAY. PLAY's sole obligation and liability to Client in the event of any malfunction or failure of the Equipment solely caused by PLAY shall be to repair the Equipment or provide Client with the same or similar

Client _____ PLAY _____

Equipment. If the Equipment cannot be repaired or replaced, PLAY's only liability to Client is for the portion of rent applicable to the time period that the Equipment was non-functional. Client agrees and acknowledges that PLAY shall not be liable and assumes no responsibility for any loss, cost, damage, or injury to persons or property in connection with or as a result of inoperable or malfunctioning Equipment or otherwise.

- 18. FITNESS OF EQUIPMENT.** PLAY acknowledges that Client has made its own selection of the Equipment, and has not relied upon the suggestions or representations of PLAY. Client assumes the entire responsibility that the Equipment selected by Client is the type needed for Client's intended purpose.
- 19. USE OF PERSONNEL.** In the event, PLAY provides Client any personnel at any point, the Personnel supplied by PLAY shall act in the capacity of "Technical Engineers". It is acknowledged and agreed by PLAY that in performing any personnel services, PLAY's Personnel will be acting under the direct supervision and control of Client and not by PLAY. Client shall be solely responsible for providing such supervision and control as will protect the Personnel, the Equipment, and third parties from injury or loss. In view of such supervision and control by Client, PLAY and PLAY's Personnel shall have liability only for the willful misconduct or gross negligence of its Personnel.
- 20. CANCELLATION.** Unless otherwise agreed to in writing, if Client cancels the scheduled event more than 7 days prior to the start of the event, Client will not be charged any cancellation fee, except for any out-of-pocket expenses incurred by PLAY. In the event of a full or partial cancellation less than 7 days prior to the start of the scheduled event, Client shall pay PLAY 100% of the balance due on the SOW. ALL CANCELLATIONS MUST BE MADE IN WRITING, RECEIVED, AND ACKNOWLEDGED BY A PLAY REPRESENTATIVE BEFORE BECOMING EFFECTIVE.
- 21. CLIENT MATERIAL HANDLING.** Unless this Agreement includes or contemplates PLAY's handling of Client's materials, Client shall not ask PLAY to handle or assist in handling Client's materials and PLAY assumes no responsibility for loss, damage, theft, or disappearance for any such materials. In the event PLAY handles Client's materials as part of this Agreement, PLAY's maximum liability for loss or damage to such materials and Client's sole and exclusive remedy is limited to \$50.00 (USD).
- 22. CLIENT DATA.** If applicable, Client is solely responsible for storing and clearing any and all images (in any form), or any other content or Client data ("Client Data"), prior to the return of the Equipment. Upon return of the Equipment, PLAY may clean the Equipment of any Client Data, however PLAY shall have no obligation to preserve or erase any Client Data. PLAY shall not be responsible for disclosure of Client Data due to the re-rental of Equipment previously used by or on behalf of Client. PLAY is not responsible for unrecorded Client Data or the loss of Client Data due to any cause whatsoever, including but not limited to, technical malfunction, physical damages, or errors on the part of PLAY employees, agents, representatives, contractors, or subcontractors.
- 23. DEFAULT.** If Client fails to pay rent or otherwise fails to observe, keep, or perform any provision of this Agreement, or if Client should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment that could impair the Equipment, PLAY shall have the right to:
- (a) Immediately enter upon the premises and reclaim the Equipment, with or without force, and declare the entire amount of rent immediately due and payable without demand or notice to Client. Client waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Agreement unless PLAY expressly notifies Client in writing;
 - (b) Sue to recover all amounts owed or accruing to PLAY;
 - (c) Terminate this Agreement as to any or all items of Equipment or Services and recover the full price of the Agreement; and/or
 - (d) Exercise any other remedy at law or equity. All such remedies are cumulative and may be exercised concurrently or separately. The exercise of any remedy shall not release Client from this Agreement and Client shall remain liable for the full performance of all obligations to be performed by Client under this Agreement.
- 24. ASSIGNMENT.** This Agreement shall not be assigned by Client unless agreed to in writing by PLAY.
- 25. GOVERNING LAW AND VENUE.** Any and all claims, actions, disputes, or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law provisions. Any and all claims, actions, disputes, or controversies arising out of or related to this Agreement shall be litigated only in the appropriate state or federal court situated in Pierce County, Washington. The Parties submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each Party further waives any right to a change of venue or any objection to the jurisdiction of the state and federal courts located in Pierce County, Washington.
- 26. ATTORNEYS' FEES AND COSTS.** In the event of any dispute or action related to or arising out of this Agreement, the prevailing Party shall be awarded reasonable attorneys' fees and costs, court costs, Equipment recovery costs, and storage charges.
- 27. INDEMNIFICATION.** Client agrees to fully defend, indemnify and forever hold harmless PLAY from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, but not limited to, attorneys' fees and costs) arising from Client's: (a) breach of any terms in this Agreement; (b) use or possession of Equipment; (c) negligence or willful misconduct; (d) violation of any applicable federal, state, or local law or ordinance; (e) violation of any venue or event rule, policy, or regulation published or set forth by the event or event venue; and/or (f) copyright, patent, or other intellectual property infringement including, but not limited to, any and all claims related to PLAY's use of materials, recordings, videos, transmissions, software, and/or hardware provided by Client. For the avoidance of doubt, the indemnity provided by Client to PLAY includes indemnity for claims of personal injury, death or property arising from civil unrest occurring at any site in which the Equipment is located, without regard to Client's actual participation in the unrest.

Client _____ PLAY _____

- 28. LIMITATION OF LIABILITY.** In no event will PLAY be liable to Client or any other party for any special, exemplary, incidental, or consequential damages (including, but not limited to lost profits, earnings, use or data), whether in contract, tort, or otherwise.
- 29. FORCE MAJEURE.** The Parties' performance under this Agreement is subject to war, threat of war, terrorism, disasters, pandemic, epidemic, acts of God, government regulations, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or any other emergency of comparable nature beyond the Parties' control, making it impossible, illegal, or materially impractical to perform its obligation under this Agreement and which requires the event to be postponed or canceled ("Force Majeure Event"). Both Parties agree that, if possible, the event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each Party. In the event the Parties are unable to reschedule due to a Force Majeure Event, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, except that PLAY shall be entitled to the non-refundable deposit, reimbursement of all actual costs incurred, and actual services rendered pursuant to this Agreement.
- 30. SEVERABILITY.** In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement.
- 31. SUPPLEMENT DOCUMENTS.** PLAY expressly rejects any forms or other documents submitted by Client, including PO terms and conditions. Any attempt to modify, supplement, or amend these terms and conditions will be null and void unless agreed to in writing by PLAY.
- 32. CONSTRUCTION CLAUSE.** For the purpose of interpretation, the language in this Agreement shall be deemed to be the language of both Parties and neither Party shall be deemed to be the drafting party.
- 33. SURVIVAL.** All provisions of this Agreement related to indemnification, disclaimers, and limitations on liability and all other obligations of the Parties that arise in connection with PLAY's provisions of Equipment and/or Services survive the termination of this Agreement.
- 34. NON-WAIVER OF RIGHTS.** The failure of PLAY to insist upon strict compliance with these terms and conditions even after a breach or default by Client shall not be construed as waiver of any of PLAY's rights under this Agreement.
- 35. HEADINGS.** The headings and sub-headings of clauses contained are used for convenience and ease of reference and do not limit the scope for intent of the clause.
- 36. ENTIRE AGREEMENT.** This Agreement, including the SOW, contains the Parties' entire understanding and may not be modified except in writing signed by both parties. These terms and conditions shall be binding, and Client shall be deemed to have accepted the terms and conditions contained herein when (a) Client has received a copy hereof and (b) Client accepts any of the Equipment or Services.

By signing, Client and PLAY accept and agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

CLIENT:

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CLIENT

EFFECTIVE DATE

PLEASE TYPE YOUR NAME

TITLE

PLAY EVENT RENTALS (A DIVISION OF TONY SCHWARTZ PRODUCTIONS, LLC):

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF PLAY

EFFECTIVE DATE

PLEASE TYPE YOUR NAME

TITLE