

03-24-2021



QUOTATION

CLIENT: Broken Arrow High School
ADDRESS: 1901 East Albany Broken arrow OK 74012
PHONE:
EMAIL:
QUOTE NUM:
CUST REF:
PMT TERMS: Upon Delivery/Pickup

Performance Stage
5946 E. 12th St.
Tulsa OK 74112
Project Manager: Chuck Parrish
Cell Number: 918-850-1871
chuck@performance-stage.com

Terms and Conditions

ALL RENTALS DUE BACK AT 10AM ON RETURN DAY UNLESS OTHERWISE AGREED UPON Additional day rental rates may be assessed if equipment is returned after 10AM

Renter shall indemnify and hold harmless Performance Stage Inc. (PSI) and/or Phillip N. Martin and all Employees of Performance Stage Inc. from any risks and claims relative to the use of the equipment. Renter hereby accepts full responsibility for the protection and security of the equipment from its time of release until its time of return. Renter agrees to pay all costs of replacement or repair in the event that equipment is damaged, stolen, or lost during the rental period. This is a contract of rental only and not of sale unless specifically noted. The undersigned renter agrees to have rented the item(s) herein described upon the express condition that item(s) will at all times remain the property of PSI. Renter agrees to pay promptly when due all charges which accrue because of this rental, including damage to said item(s), or additional expense incurred by PSI due to renter's untimely return or delay in release of equipment. All charges are based on the time item(s) are in renter's possession whether in use or not. Renter agrees to pay late charges of (1) day rate per-day on each item not returned.

For do-it-yourself rentals, the equipment you are renting is professional equipment and it is assumed that you are knowledgeable in the proper operation and troubleshooting of rented equipment. PSI will provide limited instruction at time of rental as to the operation of equipment, but it is ultimately your responsibility to know how to operate the equipment. Any problems arising during your rental period not due to actual equipment malfunction will not be eligible for any refunds or discounts on the cost of the rental. We do provide 24/7 access to an on-call technician should you have any problems with your rental and any equipment failures or missing equipment must be reported at the time of discovery by calling our office at 918-832-8800 immediately to be eligible for any refund. We are available to come to your event site 24/7 to troubleshoot faulty equipment, however if the problems are due to operator error you will be billed at the standard tech rate of \$75/hr with a 2-hr minimum. It is the client's sole responsibility to verify that all required rental equipment has been provided. No discounts or refunds will be given for equipment failure cause by client once client has signed for the equipment and left the premises.

If PSI is providing operational support for a show, client hereby agrees to provide FINAL copies of any and all media (PowerPoint, video, audio, etc.) to be shown during the event to PSI no later than 72 hours before the start of the event, as listed on this agreement. Failure to comply with the above requirement may result in extra charges to the client, or the termination of this agreement at the sole discretion of PSI. In addition, should client fail to provide media in advance as stated above, PSI can make no guarantee as to the overall success of the event. For scripted shows, client shall provide PSI Inc. a copy of the final script no later than 72 hours before the start of the event. Client understands that last minute changes may affect the quality of the event, and agrees not to withhold payment for any reason resulting from last minute changes.

By executing this contract you agree to the venue for any legal proceedings to be Tulsa, OK and to be bound by the laws of the State of Oklahoma. Labor is billed at hourly rates. Client agrees to pay for additional labor costs incurred due to changes made after signing the original contract. Any changes to labor requested by the client that require additional time shall be added to the final bill, and client agrees to promptly pay these additional labor charges upon request.

Cancellation for any reason, including weather, artist failures, or any other reason not specifically listed here shall incur a cancellation penalty up to 100% of the amount of the original contract. However it is not our policy or practice to penalize customers simply for cancelling a rental and we understand that there are many factors that lead to a cancellation. For this reason, cancellations for reasons outside the control of the customer shall not incur charges exceeding the actual expenses incurred to-date in preparing the show including, but not limited to: administrative expenses in planning, labor incurred preparing the equipment, or sub-rented items that we are unable to recoup costs on. We give you our word that we will make a good faith fair and reasonable assessment at the time of cancellation and work with you, the customer, to come to an equitable resolution. PSI reserves the right to cancel this agreement at any time before the performance if the Client has requested significant changes and/or modifications to this estimate and no reasonable agreement can be made between the parties.

Sales price for job includes a 3% discount for payment via Cash or Check. Any other form of payment will incur a 3% "Convenience Fee"