

MICROPHONE RENTAL AGREEMENT

ZACH ROSING PRODUCTIONS LLC ("ZRP") AGREES TO LICENSE TO _____ ("LICENSEE") THE ATTACHED LIST OF EQUIPMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee agrees that they have had the opportunity to inspect the equipment and it is satisfactory for their needs.
2. Lessee agrees that the rental amount is charged from the date Lessee takes possession of the equipment until it is returned to ZRP. This is the rental period.
3. Lessee agrees that if they elect the daily pricing option, then ZRP may require the return of the equipment between performances. Lessee agrees if ZRP requests the return of the equipment under those circumstances, then Lessee must pay the daily rehearsal price if they wish to retain the equipment between performances.
4. Lessee agrees that they are responsible for the equipment during the rental period. Lessee agrees that this responsibility includes maintaining the equipment and repairing any damage, at Lessee's cost. Lessee agrees that the transmitter packs must be kept dry. Lessee agrees to replace, at Lessee's cost, any microphone element that breaks.
5. Lessee agrees to return the microphone elements clean, free of any tape, makeup or residue.
6. Lessee agrees that if any part of the equipment is destroyed, damaged, lost or stolen during the rental period Lessee shall pay ZRP the full actual cost for repair or replacement, including any shipping and taxes, without deductions for depreciation or condition of the equipment at the time of loss. Lessee agrees that the determination whether any damage is due to normal wear and tear or not is strictly up to ZRP.
7. Lessee agrees to notify ZRP of any maintenance, repair, malfunction, damage, destruction, loss or theft of the equipment at their first opportunity.
8. Lessee agrees to allow ZRP access to inspect the equipment during the rental period.
9. Lessee agrees not to remove any tags, stickers or markings that identify the equipment as ZRP's.
10. Lessee agrees that its use of the equipment is at its own risk and it assumes full responsibility for injuries to any person or property resulting from the use or possession of the equipment during the rental period.
11. Lessee agrees that ZRP is not liable for equipment failures during performances and may not be able to replace the failed equipment.
12. Lessee agrees that ZRP shall not be liable for any consequential, special or incidental damages arising in connection with the use or possession of the equipment during the rental period, by the Lessee or by any third party. This applies whether the liability arises in contract or in tort, under any warranty, under any theory of negligence or otherwise. Lessee agrees that ZRP's damages are limited to the amount of rent paid.
13. Lessee agrees to indemnify and hold ZRP harmless from any and all liability claims, costs or damages resulting from the use or possession of the equipment by Lessee or by any third party during the rental period.

14. ZRP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE EQUIPMENT'S PERFORMANCE, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE.
15. Lessee agrees not to sublease the equipment, or use it as collateral in any other transaction.
16. Lessee agrees not to assign its rights and duties under this agreement to any other person or organization.
17. Lessee agrees not to take the equipment out of the State of Indiana.
18. Lessee agrees that if it fails to perform ("defaults") on any of the terms of this agreement or fails to pay any invoice by the due date, ZRP shall have the right to enter the property where the equipment is located and take immediate possession of the equipment, without notice to the Lessee and without being held liable by the Lessee for any damages incurred as a result of such seizure. Such seizure does not waive any unpaid rental amounts due to ZRP.
19. Lessee agrees that the following actions are considered default of this agreement: Judgment is issued against the Lessee resulting in a writ of execution; any proceeding in bankruptcy, receivership or insolvency is initiated against Lessee.
20. Lessee agrees that return of the equipment to ZRP and acceptance of the equipment by ZRP does not waive any claim for unpaid rent or damages that ZRP may have against Lessee.
21. Lessee agrees to pay all reasonable attorney fees and costs incurred by ZRP in protecting or enforcing ZRP's rights under this agreement.
22. Lessee agrees that no amounts paid as rent are considered as purchasing the equipment.
23. The invoice and attached equipment list are incorporated into this agreement.
24. Lessee agrees that unpaid invoices incur interest at the rate of 20% per day.
25. There are no other terms or agreements between the parties.
26. This agreement cannot be modified unless it is in writing and signed by the parties. No oral statements are binding against ZRP.
27. This agreement shall be interpreted under the laws of the State of Indiana.
28. Lessee agrees that venue for all disputes arising from this agreement shall be in the courts of Marion County, Indiana.
29. Lessee agrees that the undersigned has the authority to enter into contracts on behalf of the Lessee organization and personally.

Lessee Signature: _____

Lessee Printed Name: _____ Date: _____

ZRP Signature: _____ Date: _____