

# CMT Sound Systems LLC

This agreement is made between CMT Sound Systems LLC and the customer. This agreement covers Rental Equipment, Technicians and Service Labor.

All customers must be 18 years or older and provide a valid and current state issued picture ID and major credit card. Passports are not an acceptable form of ID.

## **Payment**

We accept cash, corporate/business checks and credit cards (Visa, Master Card, Discover and American Express). A 3% convenience fee will be added for all credit card orders. A copy of the front and back of the credit card must be included with the signed contract. We do not accept bank issued debit cards, check cards, personal checks, money orders or cashiers checks. Customer agrees to a \$40 service charge for all returned checks. Customer pickup rentals must be paid in full before any equipment is released. Delivered equipment must be paid in full at or before the time of delivery before any equipment is released or setup. Credit card payments must be paid in full 24 hours before the scheduled pickup or delivery date. If your company or administration is on a purchase order basis, we must receive a copy of the purchase order before equipment is released or setup. If payment is not made within 30 days after the event or equipment rental pickup date, we reserve the right to charge the credit card on file. 5% will be added to the invoice if payment is not made within 30 days. Minimum for orders is \$75.00

## **Deposits / Cancellations**

All equipment rentals and event productions require a 50% deposit to hold the equipment, technicians or event date. This payment can be cash, business check or credit card. The remaining balance is due at the time of pickup or delivery. Equipment rental and event production deposits are non-refundable. No refunds for inclement weather. Events that have a scheduled rain date will be charged the full amount for the original date and 50% for the rain date. There are no rain date refunds if the event is held on the original date and not on the rain date. If an event is going to be cancelled due to bad weather, the customer must notify CMT 2 hours before the contracted delivery/pickup time. Once the crew is in route to the contracted destination, the full amount will be charged for the event.

## **Customer Operation Rentals- Pickup and Return**

The customer will be given operational instructions at the time of pickup or delivery. Customer agrees to take possession upon full understanding of equipment operation. Customer agrees not to expose equipment to harsh conditions including but not limited to: dust, sand, snow, moisture, rain, extended direct sunlight, etc. Customer agrees to use care in handling equipment including securing equipment in transport, taping cables to minimize trip hazards, setting equipment on level surfaces, etc. All equipment is tested prior to and after each rental. Customer must notify CMT Sound Systems LLC immediately if any problems with equipment should occur and not when the equipment is returned. If the equipment does malfunction, we will do our best to provide the customer

with equal or better replacement based on availability. All rentals are given a pickup and return date and time. Late fees will be added to pickup and returns past the agreed upon times. Cables must be returned coiled and wrapped neatly the way they were given out at the time of pickup. If for any reason the cables are not returned the same way they were picked up, a fee of \$2.00 per cable will be added. Gaffers tape is the only acceptable tape used on cables. Customers that return cables with any residue from other tapes will be charged the full MSRP value of the cable. Customer agrees that equipment will remain the property of CMT Sound Systems LLC during the full duration of the rental and is for personal use and may not be sub rented.

### **Delivery, Setup, Operation and Pickup by CMT Sound Systems LLC**

Customer must be available during Delivery/Setup and Pickup time window. There is a 30 minute grace period from the scheduled delivery/pickup time window. After 30 minutes, a fee of \$50 will be added for each hour the driver has to wait after the agreed upon pickup or delivery time. A fee of \$100 per hour per technician will be added for productions that run 30 minutes over the contracted end time. We reserve the right to shut down any and all equipment if this payment cannot be made. Minimum order for delivery is \$250.

### **Damaged, Lost or Unreturned Equipment**

Customer is responsible for all damages to equipment incurred while in possession of equipment. We will inspect all equipment at the time of return and notify the customer of any additional charges within 24 hours. If a technician is onsite for an event, this does not release the customer from damaged equipment liability. The customer is responsible for the equipment damages caused by their attendees at the event. The customer is responsible for any lost, stolen or unreturned equipment. If the equipment is not returned within 24 hours of the contracted return time and a call is not given to CMT Sound Systems LLC, it shall be considered stolen goods. The customer agrees to have their credit card on file be charged the full MSRP value of the equipment. The customer is also responsible for all costs in recovering missing equipment, including legal fees and collections.

### **Labor Charges**

Labor charges are based on the events requirements. Labor charges are subject to change if the job requirements deviate from the original agreement.

### **Rental Day**

All rentals are based on 24 hours and not by the hour. No refunds for unused equipment.

### **Insurance**

CMT Sound Systems LLC carries full liability insurance. A copy of the insurance certificate is available if needed.

**Sales Tax**

All rentals will be charged 6.625% sales tax. If you are a tax exempt we must receive a copy of the tax exempt certificate. For equipment rentals picked up, we require it on or before the time of pickup. For delivered rentals we require it before the scheduled delivery date. If a tax exempt certificate is not given, sales tax will be charged. No exceptions.

**Wireless Microphone Rentals**

The customer is responsible for all wireless microphones and accessories for either rentals and/or productions. Customer will be charged for microphone clips and belt pack clips that are not returned or that are returned damaged. For wireless microphone rentals, CMT will provide batteries for a one day rental. The customer is responsible for each additional day. Wireless microphones used for a production with a hired CMT Sound Systems LLC tech will not have to provide batteries.

If a CMT Sound Systems LLC engineer is not hired for a rental or production, CMT Sound Systems LLC is not responsible for feedback, dropouts or wireless interference when wireless microphones are rented. This includes equipment either picked up or delivered.

**Delivered Equipment Rentals**

If the equipment is delivered and setup by a CMT Sound Systems LLC technician, the system will be tested, but it is up to the customers hired engineer to calibrate the system either at the rehearsal or sound check. If a CMT Sound Systems LLC technician is hired for the first rehearsal, CMT Sound Systems LLC will calibrate the system but CMT Sound Systems LLC is not responsible for equipment failure if the system has been altered or moved after the technician has setup, tested and calibrated it. Recalibration fees will be charged if the technician needs to come back.