



Dance Floor Rental Agreement

Stages Plus, LLC
10026 Union Park Dr, Orlando, FL 32817
Phone: 407-442-0254 Fax: 321-445-5560

1. Name of Renter (Person, Business, or Organization): _____

2. Address of Renter (not delivery location): _____

3. Main Contact Person: _____ Phone: _____

4. Contact Person (meeting us upon delivery): _____ Cell Phone: _____

5. Address of *Event Delivery Location*: (room #/inside/outside/ground surface)?

6. What date/time is the earliest we can setup? Date: _____ Time: _____

7. What date/time must the dance floor be completed? Date: _____ Time: _____

8. What date/time is best for tear down? Date: _____ Time: _____

****Please confirm in writing via email or mail that the provided quote or invoice is correct prior to signing this agreement.***

This rental agreement confirms the terms and conditions to which I (hereinafter referred to as Renter), agree to rent equipment from Stages Plus, LLC.

Stages Plus, LLC will deliver, setup, and pickup the rental equipment stated above in this Rental Agreement.

1. Deposit and Balance Payment - For the aforementioned services, Renter agrees to pay Stages Plus, LLC the total due stated in this rental agreement. A \$100 deposit is required to secure the services and/or rental equipment of Stages Plus, LLC. The deposit shall be applied to and guarantee the full performance of all of the provisions of this rental agreement by the Renter, and towards the payment of all sums which now or hereafter become due. The \$100 deposit is non-refundable if canceled by Renter within 30 days of the setup date. The total remaining balance on the account is due no later than **one week prior to the setup date, or before.** If the total remaining balance is not received in full, Stages Plus, LLC reserves the right to not deliver the rental equipment and Renter agrees not to hold Stages Plus, LLC liable for damages of any kind. If the balance on the account is not received when due, Renter agrees that the \$100 deposit is forfeited as liquidated damages.

2. Use of Rental Equipment - Renter agrees that verbal and/or written instructions on how to use rental equipment are understandable and clear, and are the proper and safe manner of which to use the rental equipment. Renter further agrees that the rental equipment is to be used only at the address designated above and only for the purpose listed above. Subleasing or improper use is prohibited. **THERE IS NO WARRANTY EXPRESSED OR IMPLIED FOR FITNESS OR MERCHANTABILITY.**

3. Improper Use of Equipment - NO ADHESIVES, NAILS, SCREWS, SIGNS, BANNERS, CURTAINS, FLAGS, ETC. ARE TO BE ATTACHED TO THE INTERIOR OR EXTERIOR OF THE EQUIPMENT. NO ADHESIVES OF ANY KIND MAY BE APPLIED TO THE EQUIPMENT. THIS INCLUDES DUCT, GAFFERS, OR MASKING TAPE. ANY GROUP, ORGANIZATION, OR INDIVIDUAL SO DOING WILL ASSUME FINANCIAL RESPONSIBILITY FOR DAMAGE, INCLUDING REPLACEMENT COST OF THE RENTAL EQUIPMENT. THE EQUIPMENT IS NOT TO BE MOVED OR TAKEN APART UNLESS DONE SO BY STAGES PLUS, LLC EMPLOYEES.

4. Equipment Failure - Renter agrees immediately to discontinue use of rental equipment should rental equipment at any time become unsafe or in a state of disrepair, and will immediately notify Stages Plus, LLC of these facts. Stages Plus, LLC agrees in its discretion to make the rental equipment operable within a reasonable time or provide Renter with a like item, if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve Renter from the obligations imposed by other Paragraphs, including "Responsibility for Equipment" and "Pickup of Rental Equipment". In all events Stages Plus, LLC shall not be responsible for any injury or damage including consequential damage resulting from failure or defect of rented equipment.

5. Setup and Tear Down of Rental Equipment - The rented equipment is property of Stages Plus, LLC and is rented for the period of time noted above contingent on one setup and one tear down. *It is the responsibility of Renter to notify Stages Plus, LLC of any setup/tear down time changes within 48 hours. It also the responsibility of Renter to notify Stages Plus, LLC of any time constraints or delays in venue or loading dock which may delay setup or tear down.* Any delays beyond Stages Plus, LLC's control either in setup or tear down times as originally stated, will be billed to Renter at a rate of **\$45 per hour per employee.** This payment for extra setup/tear down time is due immediately by cash, cashier's check, or credit card (no personal checks). ***Once rental equipment has been setup, any payments made will not be refunded, nor will balances due be waived for any reason in the event that the Renter's event is canceled, rescheduled, or if rental equipment is not used.*** Stages Plus, LLC may enforce its property ownership of the rental equipment and protect its interest under this contract by removing the rental equipment from the location at any time deemed necessary by Stages Plus, LLC. Renter agrees that Stages Plus, LLC or its employee(s) may enter Renter's property or venue location, and hereby waive any right of action against Stages Plus, LLC for such entry to pickup rented equipment.

6. Liability – Renter agrees to accept any and all responsibility for liability resulting from the use of the rental equipment during the time of the rental. Renter further agrees to hold harmless Stages Plus, LLC, its elected officials, executive officers, agents, and/or employees from any and all claims including but not limited to damage to property, bodily injury (including death) resulting from the use, operation or possession of the rental equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from Stages Plus, LLC's negligence, from the defective condition of the rental equipment or from any cause. Renter agrees that no warranties, expressed or implied, have been made in connection with this rental.

7. Liability Insurance – Stages Plus, LLC has obtained a \$1,000,000 liability insurance policy to cover Stages Plus, LLC. Renter shall indemnify and hold Stages Plus, LLC harmless from and against any and all damages and/or liability in excess of or excluded from the liability insurance coverage referenced herein, arising out of or resulting from the use of the rental

equipment. Renter agrees that the liability policy that covers Stages Plus, LLC does not cover Renter. If Renter wishes to be covered under a liability insurance policy, it is the responsibility of the Renter to purchase a separate liability insurance policy. If Stages Plus, LLC is required or asked to add any organization or venue as additional insured, additional fees may apply.

8. Collection Costs – Renter agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement, in retaking the rented equipment or otherwise in enforcing the terms of this contract.

9. Unpaid Invoice Late Fee - If Invoice and or charges hereby reserved as rental fees shall remain unpaid on any day when the same ought to be paid, Renter agrees that an additional \$20 late fee will be charged *per day* past the due date.

10. Modification of Rental Agreement - This agreement represents the entire agreement and there are no oral or other agreements outstanding. None of Stages Plus, LLC’s rights may be changed and no extension of the term of this contract may be made except in writing signed by Stages Plus, LLC and made a part of this contract.

11. Choice of Law - This agreement shall be governed and construed under the laws of the State of Florida.

12. Invoice - If Invoice and or charges hereby reserved as rental fees shall remain unpaid on any day when the same ought to be paid, Renter hereby empowers any prothonotary Clerk of Court or attorney of any Court of Record to appear for Renter in any and all actions, which may be brought for charges, payments, costs, and expenses reserved as rental fees, or agreed to be paid by Renter. Once rental equipment has been setup, any payments made will not be refunded, nor will balances due be waived in the event that the renter’s event is cancelled, rescheduled, or if rental equipment is not used, for any reason.

13. Responsibility for Equipment - During the time the rental equipment is in the possession of the Renter and not in possession of Stages Plus, LLC, Renter is held responsible for all rental equipment. If rental equipment is lost, stolen, or damaged under any circumstances while rented, regardless of fault, Renter agrees to pay the fair market value of the goods in the event of their theft, loss, or total damage as an insurer regardless of the cause while the equipment is out of the possession of Stages Plus, LLC. Renter shall be responsible and hereby agree to pay all charges including labor costs to replace or repair the rental equipment. “Total Damage” shall be defined as damage to the equipment, the repair of which would necessitate a cost greater than the fair market value. It is also understood and agreed that Renter shall be responsible for the full rental rate for a period of thirty (30) days from the day of reporting the theft, loss, or total damage, or until Stages Plus, LLC is compensated for the loss of the goods, whichever date shall first occur. Renter shall furnish to Stages Plus, LLC a police report demonstrating that the loss, theft, or total damage of the goods have been reported to the appropriate police agency.

14. Notice of Loss or Damage - Renter agrees to report any accident, loss of or damage to the rental equipment to Stages Plus, LLC in writing immediately and not later than 24 hours after such accident, loss, or damage.

15. Severability - In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Renter hereby represents to Stages Plus, LLC that he/she is of legal age and capacity to enter into this agreement either in his/her own right, and is the authorized agent of the below named organization. The undersigned hereby acknowledges that they have read the above rental agreement and agree to abide by the rules listed in this rental agreement.

Renter’s Signature

Date