



Equipment Rental – Terms and Conditions

All rentals are subject to our Backline terms & conditions which follow below.

Please take the time to read them thoroughly.

We are Jorgenson Ltd, DBA Jorgenson Music. Rental of any audio goods or components ("the equipment") to you ("the renter"), will be subject to the following terms and conditions.

Nothing said or done by any agent, employee or servant of the Owner which varies the terms of this agreement shall be binding on the Owner unless put in writing and signed by the Owner.

1 General

1.1 If you are hiring on behalf of a business or organization you confirm that you have the necessary authority to enter into this contract on behalf of that business or organization, and that you will indemnify us against all losses and expense which may be incurred if this is not the case.

1.2 We reserve the right to decline some or all of your order, for any reason.

2 Contract

2.1 You may place your rental order with us by email or phone.

2.2 We will provide you with an order quote confirming availability (or otherwise) of the Equipment and stating total costs including installation, delivery or other applicable charges. We will also provide you with a set of these terms and conditions.

2.3 The contract between us will be formed when you advise us that you accept the order quote.

2.4 Subject to the following clauses of this agreement, the period of rental shall continue for the period set out in the rental confirmation (the "Rental Period") and until the Equipment is returned in good and serviceable repair and condition with fair wear and tear resulting from proper use accepted. The Customer undertakes to ensure the Company`s equipment shall not be used for any purposes beyond its capacity or any manner likely to result in undue deterioration of the equipment.

2.5 If for any reason the Equipment is not available on the date on which the period of hire is to commence, the Owner may by notice to the Renter terminate this agreement and neither party shall have any liability to the other after such termination except the Owner will return any deposit paid by the Renter to the Owner under this agreement.

3 Rental Charges

3.1 Our rental charges and all other applicable charges will be as shown in the order quote. The order quote will also show the date the charges will start from and the period of the hire.

3.2 You should return all Equipment to us no later than 12:00p.m./noon on the date shown on the contract and all equipment should be clean and in good working condition.

3.3 You agree to reimburse us for all costs in connection with cleaning, repairing or replacing. Equipment not returned in clean and good working condition will be liable for charges at the daily rate shown in the order quote for the period of such repair or replacement.

3.4 We reserve the right to impose additional charges at the daily rate for the period in which any item of Equipment is not available for use by our other customers because of your breach of these terms and conditions.

3.5 Where we have taken a deposit we may retain the whole or part of this in order to set against any liability you have to us in relation to the rental of the Equipment.

3.6 The Owner reserves the right to add to the Hire Charges the cost of keeping the Equipment insured throughout the Hire Period.

4 Obligations of the Renter

The Renter shall:-

4.1 Punctually pay all sums due to the Owner under this agreement.

4.2 Keep the Equipment in good and serviceable repair and condition (fair wear and tear resulting thereof excepted).

4.3 Notify the Owner of any loss or damage or destruction to the Equipment within 24 hours of such loss, or damage or destruction being sustained. The Renter will either pay to the Owner the cost of carrying out any repairs to damaged Equipment or will (at the option of the Owner) repair the Equipment themselves or arrange for the equipment to be repaired by a contractor approved by the Owner (such approval not to be unreasonably withheld or delayed) at the cost of the Renter. The Renter will pay to the Owner the cost of replacing any lost or destroyed Equipment or any Equipment which in the opinion of the Owner is uneconomical to repair, with new Equipment of equivalent specifications.

4.4 Pay compensation to the Owner for loss of use or damage at a rate equivalent to the Hire Charge payable for the Equipment until such time as the lost or damaged Equipment is replaced or repaired or returned to the Owner in the state of repair and condition required by this agreement. Such compensation will be in addition to, not in lieu of, the cost of such replacement or repair which will be borne by the Renter.

The compensation will not exceed an amount equal to 10 weeks hire charges for the Equipment. If after 10 weeks the equipment is not fully repaired and returned to the Owner the Renter will be liable for the full replacement cost of the equipment. Keep the Equipment in safe custody and control.

4.5 Ensure that the Equipment is used only in a skillful and proper manner and only by persons having the appropriate qualification and experience in the use of the Equipment and that all information and advice relating to its use is strictly observed. Ensure proper care of the equipment and that it is safely and properly stored.

4.6 Not use the Equipment or permit it to be used for any abnormal or hazardous assignments without the prior consent of the Owner.

4.7 Promptly attend to and pay for all maintenance of the Equipment where the Rental Period is 30+ days.

4.8 Subject to paragraph 4.3, do not carry out or attempt to carry out any repairs or modifications to the Equipment without the prior written agreement of the Owner, but, subject to such written agreement having been given, procure the prompt performance and payment for all repairs and other work necessary to keep the Equipment in the state of repair and condition required by this agreement;

4.9 Punctually pay all registration charges, mortgage repayments, license fees, rent, rates, taxes and other out-goings payable in respect of any premises in which the Equipment may from time to time be placed or kept and produce to the Owner on demand receipts for all such payments, the Owner being at liberty in the event of default by the Renter in making such payments to make all or any of such payments and then recover the amount thereof from the Renter forthwith.

4.10 Where spare parts – e.g. lamps, valves and diaphragms - are provided, return them to the Owner at the end of the Hire Period, otherwise the cost of replacement parts will be charged to the Renter in full.

4.11 Permit the Owner and any person authorized by him at all reasonable times to enter upon the premises in which the Equipment is being kept or stored for the purpose of repairing or inspecting and examining the condition of the Equipment or the conditions in which it is being kept.

4.12 Keep the Equipment at all times in his possession and control and to notify the Owner of the location of the Equipment and not to cause or permit any of the Equipment to be affixed to any premises.

4.13 Notify the Owner of any change in the Renter's address and/or contact details and upon request by the Owner promptly inform the Owner of the whereabouts of the Equipment.

4.14 Not remove the Equipment from the state of Colorado without the prior written consent of the Owner.

4.15 Keep the Equipment free from any distress execution or other legal process.

4.16 Not without the prior written consent of the Owner sell, assign, let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Equipment or any interest therein or create or allow to be created any lien on the Equipment whether for repairs or otherwise or remove, deface, obliterate or cover up any label plate or other mark indicating that the Equipment is the property of the

Owner. In the event of a breach of this clause by the Renter the Owner shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to produce the release of the Equipment from any charge, encumbrance or lien and to recover such sum from the Renter forthwith.

4.17 In circumstances where the cost of insurance is not added to the Hire Charges, the Renter shall be fully responsible for any accidents, damage, loss, destruction of equipment.

5 Payment

5.1 At our discretion we may ask for payment in full prior to delivery, payment within 30 days of delivery, or we may ask for a deposit prior to delivery with the balance within 30 days. The precise structure of payment will be specified in the order quote.

5.2 We accept payment by cash, debit/credit card, Venmo, or other electronic payment transfers.

5.3 Where any payment is not made by the date specified in the order quote we shall be entitled to charge interest on the outstanding amount at our current standard administrative charges.

6 Delivery

6.1 We only deliver to customers in the Pagosa Springs area, and all goods must be signed for by an adult aged 18 or over.

6.2 Equipment will be delivered in good working order. Unless notice is received to the contrary as soon as reasonably practicable and in any event no later than within 24 hours of delivery, Equipment will be deemed to be in good working order, except for defects not detectable by reasonable examination.

6.3 Our estimated time for delivery will be stated in the order quote. We hope to deliver these estimates but occasionally delays will occur, despite our best efforts. We will not be liable for any delay or failure to deliver within such estimated timescales.

7 Installation

7.1 Installation charges will be shown in the order quote. We may wish to carry out a free site inspection before installation and you agree to allow as such access as we reasonably require for this purpose.

7.2 Where we are unable to carry out installation through error or fault on your part, we reserve the right to charge for our time at the rates shown on the order quote.

8 Risks

8.1 The risk in the Equipment will pass to you upon delivery or installation, or, where you choose to pickup the Equipment directly, at the moment of pickup.

8.2 When picking up the Equipment directly from us you should ensure that you have suitable transport as

we reserve the right to refuse removal of Equipment where appropriate arrangements for safe and lawful transport of the Equipment has not been made. If the start of the hire is delayed for this reason we reserve the right to charge at the daily rate shown in the order quote during the period of delay.

9 Cancellations

9.1 You will not be entitled to cancel the contract once the Equipment has been picked up or delivered, unless we agree to such cancellation.

9.2 If you are a business customer and wish to cancel the contract more than 4 days before the start of the rental we will refund monies paid less any delivery, restocking fee or similar charge which we incur.

9.3 If you are a business customer and wish to cancel the contract within 4 days of the start of the hire the following cancellation charges will apply (being a percentage of the hire charge excluding delivery and installation charges).

a) 72 -96 hours before start of hire period – 25% of rental charge.

b) 48 - 72 hours before start of hire period –50% of rental charge.

c) 24 – 48 hours before start of hire period –75% of rental charge.

d) Less than 24 hours before start of hire period – 100% of rental charge.

9.4 If you are a consumer then you have the right to cancel the contract for a period of 7 days starting from the day after the contract is formed, or until the rental commences, whichever is the sooner.

9.5 If you are a consumer cancelling under clause 9.4 then you must advise us in writing immediately by email to jorgensonLtd@gmail.com. We are not obliged to accept cancellation once the hire has started.

10 Maintenance

10.1 You agree to properly maintain the Equipment during the period of the rental and to notify us as soon as reasonably practicable if there is a problem with the operation of any item of Equipment.

10.2 Any damaged or faulty item of Equipment should be returned, at your expense (subject to clause 10.3) to us. In no circumstances should you proceed to repair any item of Equipment without our prior approval.

10.3 Where the problem with the Equipment is caused by a fault not discoverable by reasonable examination in terms of clause 6.2 above, we will reimburse you for reasonable transportation costs and for hire charges during the period when the Equipment could not be used due to this fault. However our obligation under this clause does not cover faults caused by misuse wear and tear, accident or neglect.

10.4 You shall not alter or modify the Equipment or use it for purposes for which it is not designed.

10.5 You agree that we have a right of access to the Equipment in order to inspect, repair or replace it and you authorize us to enter any property where the Equipment is located or where we reasonably believe it to be located, to carry out such inspection, repair or replacement.

11 Liability and Indemnity

11.1 To the fullest extent permissible under law, we will not be liable for any losses you incur arising out of or in connection with the hire of the Equipment.

11.2 Notwithstanding the terms of clause 8.1 in the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the Equipment, our liability to you shall be limited to a sum equal to the amount paid by you for the Equipment hired.

11.3 You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Equipment

11.4 If you are a consumer, this clause 8.1 does not affect your statutory rights.

12 Termination of Rental

12.1 We shall be entitled to terminate the contract immediately and to repossess the Equipment at any time where you are in breach of these terms and conditions, or you take any steps, or if any process or action is started which, in our reasonable opinion suggests that your solvency is in doubt.

12.2 Where the provisions of 12.1 apply, you authorize us to enter any property where we reasonably believe Equipment to be, in order to repossess such Equipment.

13 Governing law

13.1 These terms and conditions and the contract for the hire of the Equipment are governed by law and are subject to the exclusive jurisdiction in court.

14 Wear And Tear

Degrees of wear and tear:

1. General wear and tear expected from regular use of equipment [E.g. slight scratching, marks on drum heads etc.] will incur no charge, at discretion of the Owner.
2. Overuse of equipment: Overheating of amps, broken valves, dented heads or split heads, chunks out of equipment, broken leads etc. Will incur administration, repair and parts charges.
3. Broken beyond repair or loss of equipment, will incur a full charge to the value of the equipment or its current equivalent at the current market RRP. If there is a delay in sourcing replacement equipment the Renter will be charged daily hire rate until new equipment arrives