



## EQUIPMENT RENTAL AGREEMENT

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### 1. THE PARTIES

This Equipment Lease Agreement ("contract") is made and entered into on this day of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between:

Owner: **Donovan Jenkins @ SPACE HASH LLC** 8515 llano vista ave SW, 87121

Phone: (505) 977-3017

Website: [spacehash.github.io](https://spacehash.github.io)

**Renter (or business) Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Additional Contact Info:** \_\_\_\_\_

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### 2. EQUIPMENT AND TOTAL APPROXIMATE VALUE

The Owner and Renter agree to enter into a binding agreement for the leasing of the following equipment. Itemized Equipment list and approximate total value:

Name	Value

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### 3. TERM, PICK UP, AND RETURN OF EQUIPMENT

SPACE HASH charges by the **event/day**. All inquiries must be made and scheduled a minimum of 72 hours before the event. **Please see calendar section on [spacehash.github.io](https://spacehash.github.io) for our currently booked and scheduled events.** As much advance notice is always appreciated, and **SPACE HASH is not obligated to do any last minute or on the fly rentals.** We charge by the day or event as most events are at night. **Equipment must be returned by the end of the next business day or when a representative of SPACE HASH is next available.**

The lease period begins on \_\_\_\_/\_\_\_\_/\_\_\_\_ and continues until \_\_\_\_/\_\_\_\_/\_\_\_\_.

Equipment must be returned by the end of this date. If the equipment is not returned by the end of the day on the agreement date listed above, or is not communicated (scheduled) properly, an additional full day rental will be automatically charged. The renter is responsible for picking up and dropping off the equipment on time and when a representative from SPACE HASH is available. SPACE HASH is not responsible or obligated to drop off or pick up any equipment unless otherwise communicated. Hereinafter known as the "Term."

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#### 4. LEASE PAYMENTS

We charge by the day/event. We invoice through PayPal to the renter email given above. Payments are due once the gear is returned, visually inspected, and any additional fees are applied. The Renter agrees to pay the Owner by cash, check, direct bank deposit, or PayPal.

**1-Time Payment (estimate) \$\_\_\_\_\_**,

Any additional fees shall be paid by the Renter as a one-time payment to lease the Equipment during the Term. **This payment is due once the equipment is returned and visually inspected for noticeable damage or misuse.** Additional Fees for cleaning, damage to the body of the units, missing or switched out cables or cords may be added to the final bill. **Please see [spacehash.github.io](https://spacehash.github.io) for additional fee information.**

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#### 5. SECURITY DEPOSIT

A Security Deposit is: (check one)

☐ - **Not Required.** There is no Security Deposit required under this Agreement. Renter assumes full responsibility. **Any damage to the Equipment or losses incurred by the Owner, shall be paid by the Renter in a final payment.**

☐ - **Required.** Amount \$\_\_\_\_\_ This is an additional deposit for rental equipment that will be set up in non-intended use areas. This gear may be exposed to excessive dust, dirt, rain, spills, bubbles, fog machine juice, etc. **Any additional damage to the Equipment or losses incurred by the Owner because of this Agreement shall be paid by the Renter in a separate payment.**

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#### 6. LATE FEES, DAMAGE, OR MISSING ACCESSORIES

The renter is responsible for the **equipment, cases**, and any **accessories**, and for **how they come back**. Please notify any additional people helping with the event. It is suggested

to write a list or use the itemized list of equipment above to make sure everything is accounted for. **The Renter is liable for any damage or missing items.** These charges are in addition to the total rental price and will be added upon return and visual inspection of the equipment if necessary. Please see full list of fees and information on [spacehash.github.io](https://spacehash.github.io). Below are the most common:

1. Missing or switched out cables, cords, or accessories. Which cable doesn't matter. **We charge \$40 per missing cable.**
2. Excessive dust, ashes, water, liquid, oil, or any other indicators of potentially damaging substances or signs of non-intended usage. Minor instances are disregarded, if it's bad, **we charge up to \$65 for deep cleaning.**
3. Damage to the case hinges. **We charge \$25 dollars per bent or damaged hinge.**
4. Deep scratches, scuffs, dents, broken or otherwise damaged cue buttons, jog wheels, screens, knobs or faders. **We may charge from \$65 up to \$500 dollars per instance of damage, depending on the severity or parts damaged.**

**Late fee for equipment return:** The Full amount of the rental will be charged to the Renter for each day the Equipment is late and not returned to the Owner ("Late Fee"). SPACE HASH charges by the **event/day**. Every day that the equipment is not in our possession counts as a rental/event, **unless previously scheduled or communicated.**

**Late payment fee of 20% of the total bill will be applied cumulatively per day past the invoice due date.**

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## 7. INSURANCE

Insurance for the equipment by the Renter is **Not Required but encouraged.** Otherwise, the Renter agrees be responsible for the **full value of the equipment and accessories pertaining to any loss, misuse, theft, damage, missing accessories, or destruction of the Equipment.**

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## 8. USE OF EQUIPMENT AND RENTER'S RESPONSIBILITY

The Renter agrees to use the Equipment for its intended use. Please see website for more information. Any use of the equipment outside of its intended use will result in additional fees. It is the Renter's responsibility to maintain the Equipment in accordance with industry standards during the Term. Any repairs, modifications, or damage caused to the Equipment, shall be the Renter's responsibility. Under this Agreement, the Equipment shall remain the property of the Owner and **must be returned to the Owner in the same condition** as the start of the term. **Please visit [spacehash.github.io](https://spacehash.github.io) for the full list of Intended usage criteria and what will cost additional fees.**

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## 9. REPAIRS

The renter or someone present should have basic knowledge of the proper functionality of this equipment. If, at any time, the Equipment ceases to function in its intended use at no fault of the Renter, the Owner agrees to either:

- A. Replace the Equipment. The Owner shall replace the Equipment with another unit that is equal in respect to brand, function, features, and purpose. During the exchange period under which the Renter has notified the Owner of the requested repair and the time it takes to replace the Equipment, there shall be no lease payment owed by the Renter;
- B. Refund the rental price of the Equipment. If no accommodation can be made in time or otherwise, SPACE HASH will refund the full amount of the rental.

If the Renter is not at fault for the repair needed to the Equipment, the Renter shall not be charged during the exchange period under which the Renter has notified the Owner of the Equipment's malfunction to when the Equipment is repaired or replaced and returned to the Renter. Any payments made shall be credited for future use of the Equipment.

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## 10. DEFAULT / LEGAL RECOURSE

In the event of Default by the Renter or failure to return the equipment, SPACE HASH may terminate this Agreement and take possession of the Equipment without prejudice to any other remedies the Owner may have. If at any time SPACE HASH has to use repossession, collection agencies, or attorney services to recover equipment or payments regarding the articles in this contract, the renter will pay all costs and expenses associated with the repossession of items and costs and services required to hire attorneys or collection agencies. Repossession of the equipment will not extinguish any unpaid rentals or fees due at the time of the repossession.

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## 11. INDEMNIFICATION

The Renter shall indemnify and hold the Owner harmless from any loss, damage, or expense arising from the Renter's possession, use, or misuse of the Equipment.

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## 12. ENTIRE AGREEMENT

This Agreement constitutes a legal contract between the Owner and the Renter concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. **I, the renter, have read and understand the above terms as well as any additional information regarding intended usage and additional fees. I, the renter, also understand that my signature on this document makes me responsible for the full replacement value (plus taxes) of the above listed items if they are lost, stolen, or**

damaged in any way. I agree and confirm that the gear will be returned in the exact condition as when I received them, I agree to pay any additional fees that may be charged upon the return and inspection of the equipment.

Initials required: \_\_\_\_\_

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### 13. GOVERNING LAW

This Agreement shall be governed under the laws located in the State of New Mexico.

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### 14. ADDITIONAL TERMS, CONDITIONS, OR COMMENTS

IN WITNESS WHEREOF, the Owner and Renter have executed this Agreement as of the date first above written.

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print Name:** \_\_\_\_\_

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print Name:** \_\_\_\_\_