



We are excited about your interest in working with **Stage Tech** on your upcoming Event. In order to proceed with your order we will need to gather some information in order to set you up as a **new customer**. Please complete this agreement and sign. You may **fax** back to **(562)407-1306**, or return by email to your account manager here at **Stage Tech**. We cannot confirm any quote until this packet is received and has been approved by our accounting office, so please do not delay in returning.

In addition, a **certificate of insurance** naming **Stage Tech** additionally insured with regards to all rented equipment is required before equipment can be released. We are happy to provide you with evidence of our insurance as well, but please be advised there is a **48 hour notice required and may be subject to delay according to weekends and or Holidays**.

If credit information is not provided and approved, a **personal guarantee**, signed by an officer of the corporation, or by a partner or sole proprietor will be **required** before equipment will be released. In addition, we may require **payment in full** in certified funds before the event for any new customer. Please don't hesitate to speak with your account manager if you have any questions.

We thank you again for this opportunity to start a new relationship.

Sincerely,

Charley Guest

CEO **Stage Tech**

Initial_____



Customer Information

Business Name: _____

DBA: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Inception Year: _____ Tax Exempt #: _____

Description of Business: _____

Business Type: Corporation Partnership Sole Proprietorship

Tax ID _____

Do you Provide Purchase Orders Yes: _____ No: _____ *

**If No please provide a method of order confirmation for approval :*

Names of persons authorized to rent gear, will call and provide signature for purchase orders:

Names and phone numbers and email of persons responsible for accounts payable:

Has applicant or any principal ever filed a voluntary petition in bankruptcy?

Yes: _____ No: _____ Year: _____

Has a tax lien been filed against applicant or any principal within last six months?

Yes: _____ No: _____ Year: _____

Initial _____



Information for Officers/Owners

Name: _____ Title: _____ SS# _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone # _____ Cell Phone # _____

Name: _____ Title: _____ SS# _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone # _____ Cell Phone # _____

Banking Information

Bank Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Acct # _____

Savings Acct # _____

Trade References

Name: _____ Credit Limit _____ Terms _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Credit Limit _____ Terms _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Credit Limit _____ Terms _____

Address: _____ City: _____ State: _____ Zip: _____

Applicant, in signing this application also authorizes the above listed banking and trade references to respond to credit inquiries regarding applicant's account.

Understood and signed: _____ Date: _____

Print Name: _____ Title: _____

Initial _____



STAGE-TECH Customer Agreement

This professional services agreement is entered into as of _____ (Effective Date) by and between Stage Tech and _____ (Customer).

Subject to the terms and conditions of the agreement, Stage Tech and Customer agree as follows:

Services

- 1) Stage Tech's services are non-exclusive and Stage Tech shall at all times be free to perform the same or similar services for others. Customer agrees to refrain from contacting Stage Tech's vendors in any manner whatsoever.
- 2) Stage Tech will provide only the equipment, labor, and delivery as stated on the signed contract. Any changes to equipment, labor or delivery location after signing of contract may result in additional charges as necessary. Customer is deemed to have no control over the manner in which Stage Tech completes the services. Stage Tech may utilize any of its employees, independent contractors and subcontractors to perform the services. Stage Tech retains the right to use any images from the event for marketing purposes.
- 3) Labor charges are calculated based upon load in/strike times given to Stage Tech by Customer. If Stage Tech is delayed in starting load in/strike by conditions beyond our control the contract is subject to further labor charges. Labor rates are subject to all laws governing minimum wage, overtime and double time rates.
- 4) If Customer agrees to provide any additional labor, travel arrangements, meals or equipment as per signed contract and fails to do so, Customer agrees to pay for all reimbursements and any additional resulting charges with seventy-two hours of invoice.
- 5) Contracts for **Equipment Rental**
 - a. Stage Tech will have all equipment in good working order at time of rental and will no way be responsible for damages resulting while in user's possession. All rental returns are subject to inspection.
 - b. Customer agrees to operate equipment only in the manner for which it was intended and that the equipment will be operated only by a person trained to do so.
 - c. Customer agrees to return rental equipment to Stage Tech in good working order on the date specified on rental agreement. Late returns may be subject to additional rental charges applied at a daily rate for each day Customer keeps equipment after the end of contract date.
 - d. Customer assumes all responsibility for returning equipment to Stage Tech. If Stage Tech is contracted to pick up the equipment



from customer's location, customer accepts full responsibility for packing and loading equipment onto Stage Tech's truck. Customer acknowledges equipment will be counted upon return to Stage Tech and customer will be billed for any missing or damaged equipment.

- e. Customer agrees to pay upon receipt of missing and damaged report the actual replacement value for any equipment which may be lost or returned in damaged condition.
- f. Stage Tech acknowledges equipment may be sub-rented by Customer to a third party. Customer agrees to retain full responsibility for equipment released to any other person, firm or corporation.

6) Contracts for **Production Services**

- A. Stage Tech acknowledges the nature of the production industry is one of change and will work to the best of our ability to accommodate on site changes. Customer agrees that Stage Tech will use professional expertise and will, at times, be unable to provide changes on site which we deem unsafe or beyond the capacity of the equipment or staff as stated on the production contract.
- B. Changes made on site are subject to additional fees and charges.
- C. Customer agrees to leave all installed safety devices in place and further accepts full responsibility for personal injury or property damages resulting from the removal of said devices.
- D. If during production Customer requests to release or deliver said equipment to any other person, firm or corporation Customer agrees to retain full responsibility for the equipment and all conditions for Equipment Rental (Item 5) will apply.

Liability

7) Stage Tech will maintain a comprehensive general liability insurance policy, workers compensation insurance policy and a comprehensive automobile liability insurance policy. Both parties have the right to request to be listed as an additional insured on the appropriate insurance policies so long as the request is received in writing. Stage Tech will provide proof of insurance upon request.

8) Insurance requirements for Rental Contracts

a. A certificate of insurance naming Stage Tech additionally insured and loss payee for any rented equipment is required before rented equipment can be released. Customer assumes the entire risk of loss, damage or destruction of equipment from any and every cause whatsoever beginning with delivery of said equipment to Customer. Any such loss must be paid at full replacement value or, at Stage Tech's discretion, Customer may fully repair the item or replace with a like item acceptable to Stage Tech.



- 9) Stage Tech is not responsible for the actions of event guests, or liable for any loss, damage or injury to persons or property resulting from the negligence or misconduct of any individuals attending the event(s) for which Stage Tech is providing services or equipment.
- 10) Stage Tech is not liable for failures to perform from causes resulting from Venue or event locations. Such actions include but are not limited to, power failures, labor disputes and/or construction disputes. Stage Tech shall be provided adequate electrical access by any appropriate party involved with the event unless specified by Stage Tech. Adequate security, if applicable, will be provided by the Customer for the protection and safety of Stage Tech personnel, equipment and property. Stage Tech will not be responsible for any third party claims against the security company.

Payment

- 11) Stage Tech requests a 50% deposit to confirm a quotation for both rental and production contracts unless otherwise specified on the quotation. Contracts can be confirmed without said deposit in all manners consistent with the laws of the state of California. Balance in full is due upon delivery A.K.A "load in" unless payment terms have been granted in writing ahead of time.
- 12) If terms are not met all discounts offered on invoice are null and void and the total invoice amount prior to discount will be due immediately. If not paid in full, interest will be accrued at a rate of 1.5% of the total due monthly (18% per annum) or the maximum amount allowable by law, whichever is greater.
- 13) Once confirmed, quotations are not available for cancellation without written confirmation from Stage Tech. A minimum of 50% of the total contract amount plus any actual charges incurred by Stage Tech for sub-rented equipment or labor will be assessed to all cancellations. If said cancellation occurs. Cancellations made in less than 72 hrs of delivery A.K.A "load in" may result in a charge equal to 100% of the contract amount.
- 14) All payments due to Stage Tech are absolute and unconditional and will not be subject to any abatement, reduction, setoff, counterclaim or recoupment for any reason whatsoever.

Mediation & Arbitration

Mediation and Arbitration. Any dispute arising under this Agreement shall be resolved through a mediation-arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. Mediation and Arbitration shall be conducted in Los Angeles County.



General Provisions

15) This agreement is governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules.

16) If any provision (or portion thereof) of this agreement is declared by a court of competent jurisdiction to be invalid or unenforceable the remaining provisions (including other portions of a provision having an invalid portion) will remain in full force and affect and, as far as possible, the court shall limit the scope or application to the least extent possible in order that it may be valid and enforceable.

17) Stage Tech will not be deemed to be in breach of any obligations in connection with services to be performed unless and until the party to this agreement has first given Stage Tech specific written notice by certified mail, return receipt requested, of the nature of such alleged breach and Stage Tech has failed to cure such alleged breach within thirty days after receipt of such written notice. If the alleged breach is not capable of being cured within such period, Stage Tech shall have additional time as necessary to complete such cure. If the alleged breach is not capable of being cured within such period, Stage Tech shall have additional time as necessary to complete such cure.

18) All notices, communications or consents given by either party to the other party must be in writing. Acceptable communication for notices will be by telefax, electronic mail, US postal service or any other mail delivery service. Facsimile and electronic mail communications shall be considered legal documents.

19) This agreement shall be binding upon to the parties undersigned and their heirs, successors, executors and permitted assigns.

20) No failure or delay in exercising any right, power or privilege in respect of this agreement or failure to insist upon strict compliance with any of the terms or conditions hereof, will act as a waiver, and a single or partial exercise of any right, power, or privilege will not act to preclude any subsequent or further exercise of that or any other right, power or privilege.

21) This agreement will apply to the individual signing below, individually and if performing as part of a group, and to any entities, including partnerships, corporations, etc., under which such individual may perform services as an individual an/or as part of a group.

Company :

Signature:

Name:

Title:

Initial _____



Reviewed by Stage-Tech Rep (Office use only)

Signature:

Name:

Title:

Date :

CLIENT PERSONAL GUARANTEE

I _____, residing at _____ (hereinafter Known as Guarantor), do hereby personally guarantee the performance of _____ with regard to an agreement (hereinafter Agreement) by and between Stage Tech and _____. In the event that _____ fails to make any payment to Stage Tech or fails to perform in any manner with regard to said Agreement between the two entities, the Guarantor does hereby promise to make all payments to Stage Tech in the same manner as if they were the principals of said Agreement.

And furthermore, the Guarantor does hereby authorize and empower any attorney of any court of record of the State of California or elsewhere to appear for and to enter judgment against us in favor of Stage Tech for any sums due under the Agreement plus interest with costs of suit, release or errors, without stay of execution and with thirty-three and one-third percent (33 1/3%) as a reasonable attorney's fee, and the Guarantor hereby waive and release all benefit and relief from any and all appraisalment, stay or exemption laws of any state now in force or hereafter to be passed.

IN WITNESS WHEREOF, this personal guaranty is entered into this day of _____(month & day), 20____.

Signature _____ Date _____

Printed Name _____

Witness Signature _____ Date _____

Printed Name _____

Initial _____