



LOUISVILLE
SILENT DISCO

RENTAL AGREEMENT

This agreement is entered into as of 10/5/23 between Louisville Silent Disco (“LSD”) and South Oldham High School (“Customer”) for Silent Disco Equipment (“Equipment”) Rental. Customer warrants and represents they are at least 18 years of age.

The Customer desires to rent the following:

- NUMBER OF HEADPHONES: 300
- NUMBER OF TRANSMITTERS: 3
- OTHER EQUIPMENT: 3 aux cords

Customer will pay the following for equipment rental: \$957.50

Customer will pay the following refundable security deposit: n/a

The refundable security deposit will secure the desired rental date: 10/14/23

If Customer chooses to operate own equipment, the silent disco equipment will be picked up and dropped off at the following address:

- Address: L and N Stadium
- Drop off time and date Oct. 14th
- Pick up time and date Oct. 14th

If Customer chooses LSD to operate equipment, LSD will operate music under the following terms:

- Address: n/a
- Start time: n/a
- End time: n/a
- \$0.00/Hour n/a

INCLEMENT WEATHER POLICY. Customer warrants and represents event venue has some form of protection from the inclement weather. LSD headphones are not waterproof. If the event is to be held outdoors and there is no form of weather protection, LSD reserves the right cancel rental and refund customer OR customer may choose alternate date, subject to equipment availability. LSD reserves the right to make final decision regarding inclement weather and event.

TECHNICAL SUPPORT. LSD will provide headphones and transmitters in working order. LSD will provide technical assistance to ensure Customer can successfully operate technology for event. LSD will make reasonable attempts to provide technical support during Customer’s Event. However, LSD will not be held responsible for Customer’s user error.

LOST/DAMAGED EQUIPMENT. Any lost or damaged equipment shall be replaced according to the table below. LSD shall make final determination as to whether any equipment was lost or damaged upon return. LSD will subtract the cost amount of any lost or damaged equipment in accordance with the table below from the Customer’s security deposit. Any additional cost for lost or damaged equipment shall be charged to Customer. **The refundable security deposit will be returned within 24 hours of the next business day after successful equipment return.**

Headset – \$75.00
Transmitter – \$100.00
Auxiliary Cord – \$20.00
Power Strip – \$25.00

LIABILITY/INDEMNIFICATION. Customer agrees to assume all liability for injury, disability, and death of any persons and any injury to property to the extent arising from or caused by the operation, handling, or transporting of the Equipment during the Term of this Agreement. LSD shall not be liable for any indirect, incidental, special, or consequential damages of any kind, including (without limitation) injury to persons or property, lost business, lost savings, lost data, and lost or anticipated profits, business interruption, loss of business information, or any other pecuniary loss regardless of the cause and arising out of or related to this Agreement, except as a result of willful misconduct, gross negligence, illegal actions on the part of LSD.

ASSIGNMENT. Customer shall not assign and interest in or any responsibilities set forth in this Agreement or the Equipment or permit the Equipment to be used by anyone other than the Customer without LSD's prior written consent.

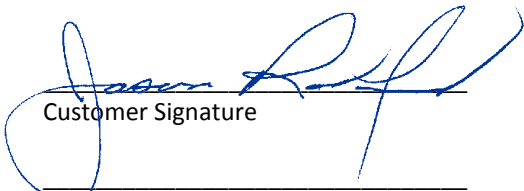
ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the Parties. All previous representations and undertakings, whether oral or written, have been merged herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be amended or discharged, nor may any provision be waived, except by an agreement in writing signed by both Parties.

GOVERNING LAW. This Agreement has been made in and shall be governed by the laws of the Commonwealth of Kentucky, excluding its choice of law principles.

SEVERABILITY. If any portion of this contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

I have read and accept the terms and conditions as set forth by the Agreement above.



Customer Signature

10.9.23
Date

Louisville Silent Disco Signature

Date