

Trilogy Rental Agreement

Date: _____

PO#: _____

(Purchase Order must accompany order to be valid)

Lessee: _____

Site: _____

Contact

Phone: _____

Fax: _____

E-mail: _____

Rental Terms:

Unit Type: _____

Number of Units: _____

Operator: _____

Agent Office: _____

Site Contact

Phone: _____

Site: _____

Rental Rate:

Rate: _____

Tax: _____

Delivery: _____

Per Diem: _____

Other: _____

Sub Total: _____

Deposit: _____

Balance Due: _____

Payment Method:

Please check one.

Cash

Credit Card

See credit card
authorization form

**No Personal Checks
Accepted**

Notes: _____

LESSEE AUTHORIZED SIGNATURE

Signature

Title

Date

TRIOLOGY AUTHORIZED SIGNATURE

Signature

Title

Date

Terms & Conditions

1. Trilogy Entertainment Network, Inc. dba Trilogy hereafter called Trilogy agrees to supply the equipment listed in this agreement per the terms and conditions herein. Customer agrees to pay Trilogy for the use of the equipment and/or services as listed per the payment terms on the attached page.
2. Trilogy will not be liable for any delay in delivery and/or performance of this agreement or in the delivery and/or installation of the items set forth in this agreement, or for any damages suffered by Customer by reason of such delay when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of GOD, war, embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other causes beyond the control of Trilogy, including governmental regulations, directives, orders, mechanical failures and restrictions that may be in effect from time to time.
3. In the event that the Customer for any reason cancels this agreement, the cash deposit may be retained as liquidation damages and Trilogy shall also be reimbursed for all expenses/losses incurred as a result of such cancellation.
4. The Customer agrees to pay the balance due on this agreement upon delivery at location designated for installation and payment is to be made prior to the use of any equipment or materials unless otherwise agreed to in writing. The Customer will be liable for all expenses incurred in association with collection, including but not limited to attorney fees, collection fees and all cost of litigation.
5. The individual signer of a check given to Trilogy in partial or full payment of the consideration thereunder shall be personally liable to Trilogy for the full amount of the check in the event the check is dishonored because of a lack of funds, credit or an account. In addition to whatever remedies Trilogy may have under this contract, at law or in equity, the signer of the dishonored check shall also be liable to Trilogy in his individual capacity for the damages specified in O.C.G.A statutes 16-9-20 & 13-6-15, notwithstanding that such individual signer may have signed the check in his official capacity as an officer of a corporation."
6. The Customer, after installation, will hold Trilogy harmless for any damages while at location. Further, the customer agrees to pay for any damages that occur while at the designated location.
7. In the event of foul weather, mechanical break-down, or other circumstances beyond the control of Trilogy, Substitute display date(s) will be provided by Trilogy as the alternative to cancellation or refund.
8. The Customer will not sub-lease equipment or material provided by Trilogy to anyone, or any company at any time. The Customer will not attempt to move, remove or permanently attach any equipment or material to any structure without the express written consent of Trilogy.
9. The Customer agrees to carry proper and adequate liability insurance to cover any and all accidents that occur during the term of this agreement.
10. Unless otherwise stipulated in this agreement, the Customer agrees that any illumination equipment will be halted no later than 12:00 midnight.
11. If this agreement calls for periodic payments of amounts due, the Customer agrees to make payments on time (within 10 days of invoice). Any payment received after 10 days of invoice is deemed late and is subject to a 5% late charge and subsequent late charges of 5% for each 10 day period that payment is late. Customer will be responsible for all costs associated with collection, including but not limited to attorney fees and collection agency fees.
12. **Agreement for rental of Skytracker light units. Unit(s) cannot be reserved until signed terms of agreement is received. An order cannot be cancelled once the signed agreement form has been received by Trilogy. Payment is MANDATORY on delivery before lights are turned on. Deposit is NON-REFUNDABLE.**

Agreement not valid unless initialed here