

# SPACECITYPRO

WE SERVE CLIENTS ACROSS THE  
COUNTRY BUT WE CALL TEXAS AND  
ALABAMA HOME

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# ABOUT US



We believe that when people attend a live music event, their experience should invite them to lean-in, and engage them in a platform that is captivating and clear.

## **OUR TEAM OF CREATIVES HAVE PLAYED KEY ROLES IN SOME OF THE LARGEST EVENTS IN THE CHURCH SECTOR.**

Space City Pro is a comprehensive audio visual production company that specializes in creating spectacular multi-media solutions. Our team members have spent decades working in all aspects of the entertainment industry; Live, Film, Broadcast, Concert, Church, and Festival applications. We employ the latest tools and technologies to produce immersive live experiences, design comprehensive AV systems, empower teams, and bring visions to life.

Audio Visual Production and integration is at the core of what we do. With our comprehensive understanding of how production teams operate, we are uniquely able to create and implement solutions that are easily repeatable, while still providing outstanding performance and reliability.

We know how stressful planning a big event or a system overhaul can be, but working with us can make the process a whole lot easier! Our team is experienced in all areas of production, so whether you need help with branding and marketing, creative vision, equipment rental, labor, or technical systems, we are here to help.

OUR PHILOSOPHY

**SPACE CITY PRO  
WAS BORN OUT  
OF OUR DESIRE  
TO ELEVATE  
PRODUCTION  
TEAMS WITH  
THE TRAINING,  
EQUIPMENT, AND  
VISION NEEDED TO  
CREATE AMAZING  
EXPERIENCES.**

EMPOWER

EQUIP

# RENTAL AGREEMENT

## COMPANY RENTAL AND LABOR POLICIES

All prices quoted are daily rates unless specifically stated otherwise. A rental day is 24 hours. A day of labor is 10 hours. Quotations for extended rental, weekend rentals, out of town rentals, and “packages” are given upon request. Rental prices do not include transportation. It is assumed that each Customer or end user has an understanding of the operation procedure of each piece of equipment rented. Rentals will be made only to those firms or individuals with established accounts with owner. Established accounts are either “open” or “cash”. Payment terms on open charge accounts are net 15 days of return date unless other arrangements are made in writing. All rentals must be in accordance with rental agreements. Regular business hours are 9:00am CST to 6:00pm CST, Monday through Friday. Prices and specifications in inventory list are subject to change without notice.

## EQUIPMENT RENTAL TERMS AND CONDITIONS

This AGREEMENT is made and entered into as set forth between SPACE CITY PRO CONSULTING LLC (the “COMPANY”) and CUSTOMER in accordance with the terms and conditions listed in the QUOTATION or INVOICE of each rental or on attachments incorporated herein by reference. SPACE CITY PRO CONSULTING LLC and CUSTOMER agree as follow:

## OWNERSHIP, CONDITION AND USE OF THE EQUIPMENT

1. SPACE CITY PRO CONSULTING LLC owns the Equipment. CUSTOMER agrees not to deface, obliterate, remove or cover the tag or nameplate on any of the equipment showing ownership by SPACE CITY PRO CONSULTING LLC or markings signifying said ownership.
2. CUSTOMER acknowledges and warrants that CUSTOMER and end-user have an understanding of the operating procedure for each piece of equipment rented.
3. CUSTOMER acknowledges that CUSTOMER has examined and tested all items of equipment and that they are in good working condition, free of defects or damage. CUSTOMER accepts possession of the equipment as is. CUSTOMER further acknowledges that this equipment is rented without warranty or guarantee of any kind, express or implied, and that SPACE CITY PRO CONSULTING LLC assumes no responsibility for the performance or non-performance of the equipment.
4. The equipment is not to be removed from the continental United States.
5. The equipment is to be used only by the CUSTOMER and said equipment shall at all times remain under the immediate exclusive control, supervision and direction of CUSTOMER. CUSTOMER shall not sub-rent the said equipment.

## RENTAL TERMS

6. All equipment is hereby rented to the customer for the period and at the rate listed in the QUOTATION or INVOICE of this agreement or on attachments incorporated herein by reference. The terms of payment are based on payment information supplied and in effect at the time of rental. In the event of any change in the information, SPACE CITY PRO CONSULTING LLC, at their sole option and without notice reserves the right to revise the terms of payment without further notice to CUSTOMER. ONGOING RENTALS WITH MONTHLY PAYMENT TERMS MAY BE AUTOMATICALLY CHARGED TO PAYMENT METHOD ON FILE. CREDIT CARD OR CHECK PAYMENT WILL INCUR AN ADDITIONAL 3.5% SURCHARGE.
7. Rental starts on the day of shipment to CUSTOMER. A full day rental will be charged for equipment returned later than 12:00pm NOON on day of return. When out on rental, Saturday and Sunday shall be paid.
8. Accrued rental payments do not apply against purchase price of equipment.
9. Normal business hours are 9:00am to 6:00pm, Monday through Friday.
10. Rent is payable as established by the AGREEMENT. If SPACE CITY PRO CONSULTING LLC places this account in the hands of an attorney for collection, CUSTOMER agrees to pay all costs and fees incurred in

the course of such collection, including reasonable attorneys' fees. If any other collection action is necessary associated with CUSTOMERS account, CUSTOMER agrees to pay the reasonable costs for those actions.

#### CUSTOMER OBLIGATIONS

11. CUSTOMER shall, at his own expense, protect, keep and maintain, in his custody, the said equipment herein rented in a good state of condition and repair and shall not use or operate such equipment other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same premises upon the termination of the rental period in the same condition and good order as when received.

12. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, THEIR REGENTS, OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY LOSS, COST, OR DAMAGE OF ANY KIND (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) TO THE EXTENT ARISING OUT OF ITS BREACH OF THIS AGREEMENT, AND/OR ITS ERROR, DEFECT, OMISSION, FAILURE NEGLIGENCE OR WILLFUL MISCONDUCT, AND/OR RESULTING FROM THE CUSTOMERS POSSESSION OR USE OF THE EQUIPMENT,

13. CUSTOMER shall, at his own expense maintain all risk insurance coverage adequate to fully protect SPACE CITY PRO CONSULTING LLC against loss, theft or damage of the equipment. Said insurance shall be provided by an insurance company satisfactory to SPACE CITY PRO CONSULTING LLC, and SPACE CITY PRO CONSULTING LLC shall be named as additional insured and loss payee thereon. The policy shall state that SPACE CITY PRO CONSULTING LLC will be given ten days written notice before the policy may be modified or canceled. CUSTOMER shall deliver to SPACE CITY PRO CONSULTING LLC written proof of this insurance coverage. Any cancellation or lapse of this insurance shall represent a default under the terms of this AGREEMENT.

14. CUSTOMER is responsible for, and agrees to reimburse SPACE CITY PRO CONSULTING LLC, for any federal, state or local taxes which may be levied upon said equipment for use of equipment while in Customer's possession.

15. CUSTOMER shall not permit the equipment to be used in violation of any federal, state or municipal statutes or regulations and shall indemnify and hold SPACE CITY PRO CONSULTING LLC harmless from any fines, forfeitures or penalties for violation of any such statutes or regulations.

#### LOSS or DAMAGE TO THE EQUIPMENT

16. In the event any item of the equipment is damaged, destroyed, seized, lost or stolen either while in transit or while in the possession of CUSTOMER, and for any reason whatsoever, CUSTOMER shall immediately replace such equipment with equipment of the same type, kind, quality and value satisfactory to SPACE CITY PRO CONSULTING LLC or pay SPACE CITY PRO CONSULTING LLC the replacement cost of such equipment. During the time the equipment is not available for use, rent shall continue to accrue.

17. Whether an item of equipment can be repaired or must be replaced shall be at the sole option of SPACE CITY PRO CONSULTING LLC, and SPACE CITY PRO CONSULTING LLC'S decision shall be final.

18. CUSTOMER agrees that the cost of the rented equipment in the event of loss or damage during the rental period is the cost as listed on the Manufacturer's current user price list.

19. The acceptance of the return of the equipment does not represent a waiver by SPACE CITY PRO CONSULTING LLC of any claims it may have against CUSTOMER, including, but not limited to those for latent or potent damage to the equipment.

20. SPACE CITY PRO CONSULTING LLC or his agents have the right at all reasonable times to enter the premises upon which the equipment is kept for the purpose of viewing the state, condition, and operation of the equipment.

#### TERMINATION and DEFAULT

21. SPACE CITY PRO CONSULTING LLC shall have the sole option to terminate this agreement on 24 hours notice by mail, personal notice, telephone, telefax, or other similar methods of notification. In the event of such termination by SPACE CITY PRO CONSULTING LLC, CUSTOMER shall immediately return the equipment to SPACE CITY PRO CONSULTING LLC'S facility, at CUSTOMERS' risk and expense.

22. If CUSTOMER shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other will or process shall be issued in any action or proceeding against CUSTOMER whereby the said equipment may be seized to taken, or disdained or if processing in bankruptcy, receivership or insolvency shall be instituted by or against CUSTOMER or

his property, or if CUSTOMER shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against CUSTOMER, then and in such event, SPACE CITY PRO CONSULTING LLC shall have the option to retake immediate possession of said equipment and, for such purposes, SPACE CITY PRO CONSULTING LLC, his agents, or employees may enter upon any premises where said equipment may be, and may remove the same therefrom, with or without force, and with or without notice of intention to retake the same, without being liable to any suite or action or other proceeding by CUSTOMER.

23. The CUSTOMER shall return the equipment on the date specified. If CUSTOMER fails to return the equipment to SPACE CITY PRO CONSULTING LLC within 48 hours of the date specified and to the origin location specified in this AGREEMENT then this failure constitutes an unauthorized taking, use and operation of the equipment and SPACE CITY PRO CONSULTING LLC may then institute legal actions which could result in the circulation of theft notices resulting in warrants to be issued to take CUSTOMER or its employees into police custody. SPACE CITY PRO CONSULTING LLC is in sole judgment to take any other steps in order to recover the equipment without delay.

#### SHIPMENT

24. All equipment is F.O.B at SPACE CITY PRO CONSULTING LLC'S facility.

25. Rental prices do not include transportation. TRANSPORTATION COSTS WILL BE BILLED IN ADDITION TO ANY QUOTED RENTAL COSTS.

26. All rented equipment returned to SPACE CITY PRO CONSULTING LLC by CUSTOMER must be shipped prepaid. SPACE CITY PRO CONSULTING LLC does not guarantee on time delivery on return of equipment.

#### EXCLUSIVITY.

27. Client shall not have any other persons provide services the same as or similar to the services provided or managed by Company where such services would commence prior to termination of this Agreement or would otherwise conflict with Company's ability to provide a service under this Agreement.

#### WORK PRODUCT OWNERSHIP.

28. Any copyrightable works, ideas, discoveries, inventions, patents, products, processes, trade secrets or other information (collectively the "Work Product") developed in whole or in part by Company in connection with the Services will be the exclusive property of Company. Upon request, Client will execute all documents necessary to confirm or perfect the exclusive ownership of Company to the Work Product.

#### CONFIDENTIALITY.

29. Client will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Client, or divulge, disclose, or communicate in any manner, any information that is proprietary to Company. Client will protect such information and treat it as strictly confidential. This provision will continue to be effective in perpetuity after the termination of this Agreement. Proprietary information shall include, but is not limited to, the following.

Work Product

This Agreement

The existence of any discounted, special, or package pricing

#### ATTORNEYS' FEES AND COLLECTION COSTS.

30. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

#### REMEDIES.

31. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.**

32. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**DISPUTE RESOLUTION.**

33. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties.

**MISCELLANEOUS**

34. Whenever SPACE CITY PRO CONSULTING LLC is required to setup on or around other contractor's décor, stages or other property these must be in place with sufficient time to setup, power, focus, sound-check, and otherwise prepare our property. SPACE CITY PRO CONSULTING LLC is not responsible for any delays in the completion of the job when we are required to wait for other contractors to complete their installation.

35. CUSTOMER agrees that SPACE CITY PRO CONSULTING LLC will charge labor rates per hour per person for delays in our setup on the job site caused by circumstances beyond our control or for additions or changes to the services described. These charges shall be on a separate Invoice from the original Quotation or Invoice.

36. SPACE CITY PRO CONSULTING LLC is not responsible for any Venue's electrical power, generator, or electrician charges unless specifically stated in the Estimate.

37. SPACE CITY PRO CONSULTING LLC is not responsible for any production delays due to problems with the Venue's electrical power.

38. A qualified electrician or Venue engineer shall be provided or arranged by CUSTOMER to do electrical power tie-in and disconnect at SPACE CITY PRO CONSULTING LLC's request, or when required by Venue.

39. SPACE CITY PRO CONSULTING LLC is not responsible for any charges for the use of a Venue's ladder or lift unless specifically stated in our Estimate.

40. Overhead work is dangerous to both the person on the ladder or personnel lift and to persons on the ground. SPACE CITY PRO CONSULTING LLC personnel are required to practice safe working habits at all times, which includes stopping all work if at any time the environment is deemed to be unsafe by any SPACE CITY PRO CONSULTING LLC personnel.

41. SPACE CITY PRO CONSULTING LLC reserves the right to issue an "ALL STOP" order and forcibly cease all on site work, regardless of whether work is being managed by COMPANY, at any time should any hazardous condition be present. Said "ALL STOP" shall remain in effect until the hazard has been appropriately remedied. Only SPACE CITY PRO CONSULTING LLC may issue an "ALL CLEAR" order and allow work to resume.

42. SPACE CITY PRO CONSULTING LLC reserves the right to book hotel rooms as it determines necessary for its staff, personnel, and contractors at its sole discretion and bill back all associated expenses, plus 15 (fifteen) percent, to client. CLIENT SPECIFICALLY PRE-AUTHORIZES ALL EXPENSES RELATED TO HOTEL ROOMS, ACCOMMODATIONS, VALET AND PARKING FEES.

43. SPACE CITY PRO CONSULTING LLC shall be exempt from any venue or job-site policies restricting food or beverage.

44. When food or beverage is provided to guests at the event, COMPANY shall be provided the same.

45. Secure on-site parking shall be provided to SPACE CITY PRO CONSULTING LLC as needed for their trucks, personnel, and contractors.



46. It is the responsibility of Client to ensure adequate security of the work site to prevent unauthorized access. Client shall provide licensed security personnel for the security of the work site, and the protection of personnel and equipment as needed.

47. This Agreement may be amended to provide for additions, deletions and revisions in the Work or general Scope or to modify the terms and conditions thereof by either written amendment or by Change Order. If a change of modification is deemed necessary by Company and if delay of such change would prevent the continuation of work or would jeopardize the on time completion of the project, it shall be considered an Emergency Situation. In the event of such Emergency Situation, Company may give verbal notification to the Project Manager of such change and proceed with changes as necessary without prior approval, to be followed up by a written Change Order and summary of any expenses incurred.

48. The CUSTOMER and SPACE CITY PRO CONSULTING LLC agree that signatures transmitted by facsimile, e-mail or other electronic means have the full force and effect of an original signature. CUSTOMER further agrees to be fully bound by these terms by accepting a Quotation, awarding a bid to COMPANY and/or submitting payment for an Invoice. CUSTOMER agrees that such action shall constitute acceptance of these terms and shall bear the same force and effect of an original wet ink signature.

49. The headings and numbering used in this Agreement are intended solely for reference and will not be construed to limit or modify in any way the paragraph or line to which they apply. In any dispute over the meaning of a paragraph, the paragraph will stand as if the heading did not appear at all.

50. SPACE CITY PRO CONSULTING LLC neither assumes, nor authorizes any person to assume for it, any other obligation of liability in connection with such equipment nor shall be liable in any event, for any injury, loss or damage, directly or consequently, arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment.

51. This AGREEMENT and the contents hereof represent the only warranty expressed or implied, between the parties hereto, including any implied warranty of merchantability or fitness for a particular purpose and for any other obligation of liability on the part of SPACE CITY PRO CONSULTING LLC.

52. No terms, representation or warranty, express or implied, not herein set forth in writing shall bind SPACE CITY PRO CONSULTING LLC.

53. This AGREEMENT comprises and contains the entire agreement between the parties including warranties and representations. This agreement is subject to change and SPACE CITY PRO CONSULTING LLC may alter these terms at any time without notice.

54. Prices and specifications in SPACE CITY PRO CONSULTING LLC'S inventory list are subject to change without notice .

55. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will 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 will be deemed to be written, construed, and enforced as so limited.

56. The parties agree that this contract shall be construed according to the laws of the State of Texas and may be enforced in the county of origin.

#### WAIVER OF CONTRACTUAL RIGHT.

57. 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.

#### CONSTRUCTION AND INTERPRETATION.

58. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

#### ASSIGNMENT.

59. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

#### REPRESENTATION OF AUTHORITY

60. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he or she has authority to execute and thereby bind the Party on behalf of which he or she executes this Agreement to the terms of this Agreement and agrees to indemnify and hold harmless each other party from

any claim that such authority did not exist. The Customer has read and understands each and every clause of the contract and has freely entered all obligations and limitations described in the contract.

Client (Company or Organization name): \_\_\_\_\_

Representative (Name): \_\_\_\_\_ Date: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

**Primary Contact  
(Production Manager)**

Production Manager (Name): \_\_\_\_\_

Contact Information:

Phone Number:(\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_. Email Address: \_\_\_\_\_

**Secondary Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Information:

Phone Number:(\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_. Email Address: \_\_\_\_\_

**(For Company Use)**

Company: Space City Pro Consulting LLC

Representative (name): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# NEW CLIENT FORM

Client Name: \_\_\_\_\_

Physical Address:  
\_\_\_\_\_  
\_\_\_\_\_Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_Preferred Payment  
Method

\_\_\_ - ACH or Wire

\_\_\_ - Credit Card\*

\_\_\_ - Paper Check\*

\*3.5% Surcharge

Accounts Payable Contact:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## Credit Card on File

Name (as shown on card): \_\_\_\_\_

Type: \_\_\_\_\_

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

## Bank Account on File

Accountholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Swift Code: \_\_\_\_\_

I, \_\_\_\_\_, specifically authorize SPACE CITY PRO CONSULTING LLC to charge my payment methods above for agreed upon purchases and/or any outstanding balances. I understand that my information will be saved to file for future transactions on my account.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

936-445-8930

SPACECITYPRO.COM

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