

**Ivy Tech Community College/  
John Waldron Arts Center  
Equipment Rental Agreement**

The Equipment Rental Agreement ("Agreement") is made and effective \_\_\_\_\_ (Date),  
by and between Ivy Tech Community College of Indiana ("the College") and \_\_\_\_\_  
("Renter").

**Renter's contact information:**

Individual/Organization's Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City, State and Zip code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Payment Method: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Equipment Information:**

Equipment rented: - (10) LED Fresnels, w/Clamps and safety's  
- (4) Flat Par LED w/no safety's and no clamps  
- (9) powercon to powercon cables  
- (1) Edison to powercon cables  
- (3) 20' 3-Pin cables  
- (10) 10' 5-Pin cables

Event Location: \_\_\_\_\_

Dates: \_\_\_\_\_

Date equipment will be returned:  
\_\_\_\_\_

**\*Total agreed upon days must be equal to or less than 50.**

**Open to (check all that apply):**

Students     Campus Community     Businesses     General Public     Other \_\_\_\_\_

**Purpose of Event**

Personal     Corporate     Community Development     Educational  
 Entertainment     Other \_\_\_\_\_

**Charges**

Rent \_\_\_\_\_  
Security and Damage Deposit (refundable): \_\_\_\_\_  
Payment due dates: \_\_\_\_\_

*(Please make checks payable to Ivy Tech Community College)*

The College is the owner of the equipment listed above (the "Equipment").

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Terms**

- A. The term of this agreement shall be based on the rental set forth per the specific rental needs, applicable to all organizations renting Equipment. The prevailing published **Rental Terms and Conditions (Schedule A)** form part of this agreement.
- B. Refundable Damage Deposit: The Renter shall leave the Equipment in the same condition as when they took the Equipment prior to their use of the Equipment. Should the Equipment be damaged or left in poor condition, the damage deposit shall be used to correct such damage or condition. In the event that the damage deposit is insufficient to adequately correct such condition the Renter shall be responsible for the difference, payable in full within 30 days of notification. In the event that any deposit is left after the correction of any damage or poor condition the balance shall be returned to the Renter.

2. **Rental**

Rental fees: 50% due first day of rental; 50% due day after rental to The College at 200 Daniels Way, Bloomington, Indiana 47404. If payment is not received by the dates provided, the College may terminate this rental agreement and preclude renter from any and all access to the facility.

3. **Use**

The Renter is to use the Equipment for events or theatrical/musical performances and related activities as specified in this agreement and for no other purpose.

4. **Sublease**

Renter shall not sublease any part of the Equipment.

5. **Repairs**

During the Lease term, Renter shall make, at Renter's expense, all necessary repairs to the Equipment for any damages incurred. Should the Renter cause damage and the cost of repair or cleaning of the Equipment be more than the above referenced deposit then Renter shall reimburse the College for all additional costs associated with repair or cleaning of the Equipment following its use by Renter.

If damage exceeds the amount of the deposit, any subsequent rental agreements already entered into between the College and renter will be held in abeyance by the College until the cost for the damages has been settled in full by the renter or renter's agent.

**6. Early Termination**

In the event that Renter fails to meet any obligations created under this agreement, the College reserves the right to insist that Renter cure such breach by providing written notice to Renter. In the event that such breach is not cured within 10 days the College shall have the right, in its discretion, to terminate this Agreement immediately and without further notice.

In the event of early termination permitted by this Agreement, Renter shall be entitled to a refund of any fees or pro-rata portion thereof paid by Renter for any remaining period of the Agreement from the date of termination.

**7. Management**

A. Renter shall comply with, and not at any time be in conflict with, the College's business, mission, vision and values. Renter will comply with the College's management practices, policies and procedures.

B. Renter is prohibited from sharing The College's propriety information with any other party. The College is prohibited from sharing Renter's propriety information with any other party.

**8. Force Majeure**

Except as otherwise provided in other sections of this Agreement, neither Ivy Tech nor the Renter will be held liable for failure to perform, present, or appear if such failure is caused by or due to serious illness, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.

**9. Indemnification**

Renter agrees to indemnify and hold harmless the College and its directors, officers, employees, agents or representatives from all claims and damages arising from Renter's activities, including renter's agents, employee, and invitees in conjunction with this event. Renter agrees to comply with all applicable Indiana workers compensation laws and hold Ivy Tech harmless from any damages arising from injury to any worker injured in relation to this event.

**10. Litigation Expenses**

If there is any litigation between the College and Renter arising out of this Agreement, and should the College prevail in the litigation it shall be entitled to have all of its costs and expenses, including attorneys' fees, paid by the Renter. The College is entitled to have judgment entered in the proceeding for all of those costs and expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

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Paul Daily  
Artistic Director, Ivy Tech Community College/John Waldron Arts Center

Date

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Doug Giles  
Executive Director for Administration, Ivy Tech Community College

Date

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Name, Renter Title

Date

**Schedule A: Ivy Tech Community College/John Waldron Arts Center**  
**Rental Terms and Conditions** *(Effective October 5, 2010)*

**1. Deposits**

- a. Deposits are per event, not per day. An event is a one-off occurrence or a run of a show.
- b. Deposits are due and will be deposited by the College thirty (30) days prior to the beginning date of the event or run of show.
- c. Deposits are not credited towards the rental payment.
- d. Damages, additional charges and unpaid rental fees will be taken out of the deposit.
- e. Settlement of the deposit will take place within forty-five (45) days of the event ending to the contact name and address on the contract, as long as all terms and conditions of the contract have been honored by renter.
- f. Deposit fees are three hundred dollars (\$300) per event without food and drink, or five hundred dollars (\$500) per event with food and drink.