

**DISCOUNT MUSIC CENTER**

3301 Gardenia Avenue  
Orlando, FL 32805  
Tel. 407-423-4171 Fax 407-422-4534

DATE: \* \_\_\_\_\_

RENTERS NAME: \* \_\_\_\_\_

SALESMANS NAME: \_\_\_\_\_

ADDRESS: \* \_\_\_\_\_

DRIVER LIC NO: \* \_\_\_\_\_

CITY: \* \_\_\_\_\_ ST: \* \_\_\_\_\_ ZIP: \* \_\_\_\_\_

STATE ISSUED: \* \_\_\_\_\_ EXP DATE \* \_\_\_\_\_

HOME PHONE (NOT CELL): \* \_\_\_\_\_

WORK/OFFICE PHONE: \* \_\_\_\_\_

CELL/ALT PHONE: \* \_\_\_\_\_

RENTAL PAYMENT METHOD \* \_\_\_\_\_ AMT \$ \_\_\_\_\_

SITE NAME: \* \_\_\_\_\_

DEPOSIT PAYMENT METHOD: \* \_\_\_\_\_ AMT \$ \_\_\_\_\_

ADDRESS: \* \_\_\_\_\_

CREDIT CARD NO: \* \_\_\_\_\_

EXPIRATION DATE: \* \_\_\_\_\_

CITY: \* \_\_\_\_\_ ST: \* \_\_\_\_\_ ZIP: \* \_\_\_\_\_

CONTRACT COMMENCED: \_\_\_\_\_ : \_\_\_\_\_ AM/PM

SITE TELEPHONE: \* \_\_\_\_\_

CONTRACT TERMINATES: \_\_\_\_\_ : \_\_\_\_\_ AM/PM

**RENTAL ITEMS LISTED BELOW OR SEE ATTACHED RECEIPT**

ALL OF THE LISTED RENTAL ITEMS HAVE BEEN CHECKED & ARE WORKING PROPERLY. CHECKED BY: \_\_\_\_\_

NOTE ANY DAMAGES OR SCRATCHES HERE: \_\_\_\_\_

LAYAWAY TICKET # \_\_\_\_\_

**NOTES:**

FLORIDA STATUTE SECTION 812.155. FAILURE TO RETURN RENTAL PROPERTY OR EQUIPMENT UPON EXPIRATION OF THE RENTAL PERIOD AND FAILURE TO PAY ALL AMOUNTS DUE (INCLUDING COSTS FOR DAMAGE TO THE PROPERTY OR EQUIPMENT) ARE PRIMA FACIA EVIDENCE OF INTENT TO DEFRAUD, PUNISHABLE IN ACCORDANCE WITH SECTION 812.155 OF THE FLORIDA STATUTES. \*|\_\_\_\_\_| (INITIAL)

\*\*TERMS DUE UPON RECEIPT OF INVOICE; CUSTOMER IS RESPONSIBLE FOR ALL DAMAGES TO EQUIPMENT. LATE CHARGES WILL INCUR IF MERCHANDISE IS RETURNED AFTER DUE DATE. \*|\_\_\_\_\_| (INITIAL)

\*\*CUSTOMER HAD READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF RENTAL CONTAINED UPON THE FRONT AND BACK OF THIS CONTRACT AND HAS RECEIVED A COPY. \*|\_\_\_\_\_| (INITIAL)

SIGNATURE: \* \_\_\_\_\_

RENTAL CHARGES: \_\_\_\_\_

PRINTED NAME: \* \_\_\_\_\_

OTHER CHARGES: + \_\_\_\_\_

DATE: \* \_\_\_\_\_ TIME: \* \_\_\_\_\_

DELIVERY: + \_\_\_\_\_

PICK UP: + \_\_\_\_\_

RENTAL TAX @ 6%: + \_\_\_\_\_

TOTAL CHARGES: + \_\_\_\_\_

DEPOSIT: + \_\_\_\_\_

DMC MANAGEMENT APPROVAL: \_\_\_\_\_

TOTAL AMOUNT PAID: = \_\_\_\_\_

# DISCOUNT MUSIC CENTER

Discount Music Center, Inc. hereinafter referred to as "Lessor", hereby rents to the Lessee, identified on this contract as the "Customer", the equipment described herein together with all replacements, duplicate parts, repairs, additions, devices, and accessories incorporated therein and/or affixed thereto (herein called "equipment"). Pursuant to the terms of this contract.

**INSPECTION:** Lessee acknowledges that the Lessee has inspected the equipment and agrees it is in good condition and repair, and is suitable for the needs of the Lessee. Lessee shall inspect the equipment prior to its use and shall immediately notify lessor of any defects. Lessee shall not use the equipment any place other than the "site address" set forth on this contract without the prior consent of lessor.

**USE:** Lessee agrees to use the equipment in a careful, prudent, and proper manner, and to comply with all federal, state, and local laws, regulations, rules, or ordinances of lawfully constituted authorities, including, but not limited to, the current Codes of Safe Practices and Occupational Safety and Health Administration Act of 1970, as revised, Lessee acknowledges that Lessee and any employees of Lessee that will be using the equipment, are familiar with the operation and use of the equipment. The equipment shall be returned in the same condition in which Lessee received it less normal wear and tear. Lessee shall be responsible for all damages, repairs, and maintenance while the equipment is in Lessee's possession, and also all repairs and maintenance made necessary by Lessee's use of the equipment. Lessee shall take care of normal needs of the equipment. If the equipment becomes disabled, Lessor will not be responsible for furnishing substitute equipment. **THE LESSOR MAKES NO WARRANTY, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY PART THEREOF, AS TO ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO CASE SHALL LESSOR BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR A BREACH OF LESSOR'S OBLIGATIONS HEREIN.**

**RENTAL PERIOD.** The rental period, and the responsibilities and obligations of Lessee hereunder, begins at the time the lessee takes possession of the equipment and continues until possession of the equipment is returned to Lessor, whether the equipment is in actual use on hour, one week, one month, or longer, and regardless of whether the equipment is in the possession of the Lessee. Lessee is responsible for cost of transporting the equipment to and from the Lessor's premises. **A LATE CHARGE EQUAL TO THE AMOUNT OF THE DAILY RENTAL FEE WILL BE DUE IF THE RENTAL IS NOT RETURNED BY THE TERMINATION DATE AS LISTED ON THE CONTRACT. LATE CHARGES MUST BE PAID IN FULL BEFORE ANY DEPOSITS MADE WILL BE RETURNED.**

**OWNERSHIP.** This Rental Contract is a true lease, and the equipment shall at all times remain the property of the Lessor. Lessee shall give immediate notice to Lessor in the event of the equipment, or any portion thereof, is levied upon, claimed, or otherwise for any reason is threatened with seizure. **LESSEE AGREES NOT TO LOAN, SUBLET, MORTGAGE, OR OTHERWISE DISPOSE OF OR ALTER THE EQUIPMENT, OR OTHERWISE ASSIGN ITS RIGHTS UNDER THE LEASE, WITHOUT THE WRITTEN CONSENT OF LESSOR.** Lessee shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the equipment. The equipment shall at all times remain personal property regardless of the manner it is affixed to real property. The Lessee shall maintain the equipment such that it may be removed from any building without damaging such building, and shall not be considered affixed to real property.

**LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING ATTORNEY'S FEES) HOWSOEVER ARISING OR INCURRED, BASED UPON DAMAGE TO PROPERTY AND INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE LESSEE'S POSSESSION OR USE OF THE EQUIPMENT AND THE VIOLATION OR BREACH OF ANY PROVISIONS OF THIS RENTAL CONTRACT.** Lessee further agrees to assume full responsibility for loss or destruction of, or damage to, the equipment while in Lessee's possession or control, or while in transit to or from any place of use storage by Lessee. Lessee agrees to pay lessor in cash full value of the equipment in the event the equipment is lost or destroyed, or for the full cost of repairs if damaged. The Lessor shall determine "Cost of Repairs", and if repairs are undertaken, they shall be done by the Lessor and/or others the Lessor designates. Lessor will not be liable for or reimburse Lessee for any charges not expressly authorized by Lessor. "Full value" at the time of any loss or destruction shall mean the manufacturer's list price. The equipment shall be deemed "lost" when its location is unknown or Lessee is unable to recover the equipment, for a period of thirty (30) days. The equipment shall be deemed "destroyed" if the cost of repairs, as determined by Lessor, exceeds the manufacturer's list price. Lessee agrees that Lessee's liability for rentals for any lost, damaged, or destroyed equipment shall continue until Lessor has been paid in full for damages as above. At all times, until Lessee has delivered physical possession of the equipment to Lessor, Lessee shall remain responsible for, and bears all risk of loss or damages to, the equipment (whether or not Lessee is then being charged with rental fees). In the event of any "Occurrence" (defined as any accident, injury, or damage to person or property, which is claimed to be by any person, or may be or appears to have occurred on, in connection with, or around any of the equipment), Lessee shall immediately, and in no event more than six (6) hours after Lessee's discovery thereof, give notification of such Occurrence to Lessor. Lessee shall, upon discovery of such "Occurrence", secure and maintain all equipment and the surrounding premises, in the condition existing at the time of involved in any Occurrence and to replace the same with comparable equipment within a reasonable amount of time. In the event of an occurrence or theft or damage of the equipment as the result of vandalism or malicious mischief, the Lessee shall submit to Lessor a copy of any and all police or accident reports of the incident within forty-eight (48) hours of the event.

**INSURANCE.** Lessee shall, at its own expense, provide and maintain liability insurance in amounts satisfactory to Lessor, including, but not limited to, coverage for the contractual liability of the hold harmless clause in paragraph five (5) hereof. Additionally, if "loss and damage waiver" is not elected pursuant to paragraph six (6) hereof, Lessee shall also at its own expense, provide and maintain insurance against loss by all risks of physical loss or damage such as at least that normally provided by contractor's equipment floater policy in an amount equal to the manufacturer's list price for the equipment. Lessee shall upon request provide Lessor with certificates of insurance evidencing the coverage's required above in such coverage. Lessee must provide certificates of insurance if requested by Lessor before shipment or delivery of equipment to Lessee. If Lessee is self-insured it shall furnish written evidence of such fact all to the satisfaction of Lessor. **The providing of any insurance required herein does not relieve the Lessee of any of the responsibilities or obligations assumed by the Lessee in this agreement or for which the Lessee may be liable by law or otherwise.** If requested by the Lessor, Lessee at it's own expense shall furnish a security deposit in the amount of the value of the equipment with sureties satisfactory to the lessor to insure fulfillment of this contract.

**RETURN OF EQUIPMENT.** Lessee agrees that if it fails to pay the rent when due or if it becomes a debtor in a bankruptcy proceeding goes into receivership, fails to abide by any of the provisions of this contract, or if the Lessor shall for any other reason make demand of the equipment, the Lessee will return said equipment forthwith to the Lessor. In the event of a breach of this contract by Lessee, Lessor shall have the right to enter upon Lessee's premises or the site address, and make repossession of the equipment without judicial process and without prior notice. Lessor has the right and privilege, upon reasonable notice to the Lessee, to inspect the equipment on the premises of the Lessee, or wherever located, and to observe the use of the equipment.

**INTEREST/COLLECTION COSTS.** The Lessee shall pay the Lessor all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in exercising any of its rights or remedies hereunder or in any enforcing any of the terms and conditions thereof. A finance charge equal to the lesser of eighteen percent (18%) per annum, or the maximum rate allowed by law, shall be assessed on all delinquent accounts which remain thirty (30) days past due, and shall continue to accrue at said rate after entry of judgment therefor.

**EXCULPATION.** The liability of the Lessor with respect to this contract or anything done in connection therewith such as the performance or breach thereof, or with respect to the manufacturer, sale, delivery, resale, installation, or use of any equipment furnished under this contract, whether in contract, in tort, under any warranty or otherwise, shall not, except as expressly provided herein, exceed the total rental charged paid by the Lessee under this contract.

**MISCELLANEOUS.** This contract constitutes the entire agreement between the parties and may not be modified except in written instruments signed by the parties. This contract shall be governed by and construed in accordance with the laws of the State of Florida. If law in any state prohibits any provision of this contract, such as provision shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions. Headings in this contract are for convenience only and shall not be used to interpret or construe its provisions. Lessee, and the persons executing this contract on their behalf, represent and warrant that A) lessee has full power and authority to execute, deliver, and perform this contract B) this contract constitutes a legal, valid, and binding obligation to Lessee, and is enforceable in accordance with its terms, and C) the persons executing this contract on behalf of the Lessee are duly authorized to do so.

Initials: \* \_\_\_\_\_

**DMC RENTAL DEPOSIT TERMS**

**RENTAL DATE:\*** \_\_\_\_\_

**LIABLE PERSON:\*** \_\_\_\_\_

**CREDIT CARD #:\*** \_\_\_\_\_

**EXPIRATION:\*** \_\_\_\_\_

**SECURITY CODE #:\*** \_\_\_\_\_

\* \_\_\_\_\_ is responsible for all lost or damaged rental gear as described on all related paper work.

**Credit card will be charged for up to full invoice amount, if there is failure to return equipment and/or any damages.**

(\_\_\_\_\_)

**SIGNATURE:\*** \_\_\_\_\_

**DATE:\*** \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS