



## Portable Sprung Floor Standard Rental Agreement

This shall serve as a Lease Agreement between the Alabama Dance Council (hereinafter referred to as "LESSOR") with address at 2726 1<sup>st</sup> Avenue South, Birmingham, Alabama 35233 and \_\_\_\_\_ (hereinafter referred to as "LESSEE") with administrative offices at \_\_\_\_\_.

WHEREAS, LESSOR desires to lease a portion of, or all of, the portable sprung floor (hereinafter referred to as FLOOR and includes panels and carts) to LESSEE, and LESSEE desires the same from LESSOR, all in accordance with the terms and conditions set forth in this Agreement. NOW THEREFORE, in consideration of the mutual promises herein contained, the parties intending to be legally bound, agree as follows:

1. LESSOR hereby leases the FLOOR to LESSEE for the term of \_\_\_\_\_ and in the size of \_\_\_\_\_. The FLOOR will be used in the following venue: \_\_\_\_\_.
2. LESSEE agrees to remit the amount of \_\_\_\_\_ to LESSOR as Rental Fee, due LESSOR for this Agreement, payable on the following schedule:
  - A. Refundable damage deposit of \$500 upon return of the signed contract.
  - B. Partial rental fee of \_\_\_\_\_ due upon return of the signed contract.
  - C. Balance of rental fee \_\_\_\_\_ due upon receipt of the FLOOR.

This agreement is not considered binding until a signed copy of the contract and the initial rental payment and deposit have been received by the LESSOR.

3. LESSEE agrees that all costs and provisions for transport of the FLOOR are the responsibility of LESSEE. All shipping & transportation methods must meet the approval of LESSOR. All leased items will be returned to LESSOR in the original format and packed in the same manner as when received. LESSOR will provide the LESSEE with clear written instructions on how to transport, unload, assemble, disassemble, reload, and return the FLOOR.
4. LESSEE agrees to treat all leased items with care and in a professional manner, and understands that any damages (normal wear and tear notwithstanding) or missing items will be repaired or replaced at LESSEE'S expense, All items returned late will result in an additional charge of \$250.00 per day, per item. For each cart that is not returned correctly \$25 will be deducted from the security deposit. For each panel that is clearly damaged due to misuse \$100 will be deducted from security deposit. For each panel missing \$200 will be deducted from the security deposit. If any cart is not returned \$300 will be deducted and an additional \$700 will be charged.

5. LESSEE agrees to secure fire and theft insurance for the FLOOR in the amount of the actual cash replacement value of the FLOOR, to cover damage or loss during the entire rental period, and to provide such proof of insurance to LESSOR prior to pick-up of the FLOOR. LESSEE agrees insurance will be in the loss beneficiary of the Alabama Dance Council. Cash replacement value of the FLOOR or portion of the FLOOR being rented is \$42,300.
6. LESSEE, its successors and assigns, hereby agrees to save and hold harmless the LESSOR and any of its departments, agencies, officers, directors, agents or employees, all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by LESSEE, its agents, or any of its independent contractors. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by the LESSOR, any of its departments, agencies, officers or employees.
7. It is agreed to by both parties that if LESSOR or LESSEE cannot carry out the terms of this Agreement because of fire, accident, strikes, riot, acts of God, war, the public enemy, or any other cause of the same general class which could not be reasonably anticipated or prevented, then neither LESSOR or LESSEE shall be entitled to any contractual compensation for the time during which said services, for such reason or reasons, were not able to be rendered.
8. LESSEE will acknowledge the Alabama Dance Council in the printed program of their event and will provide a copy of the printed program within one week of the event to the LESSOR. Specific verbiage to be used along with the Alabama Dance Council logo is as follows: *Custom designed portable sprung floor provided by the Alabama Dance Council. This floor is available for rentals. For more information, visit [www.alabamadancecouncil.org](http://www.alabamadancecouncil.org).* The Alabama Dance Council logo will be provided to the LESSEE via email.
9. It is agreed by both parties that this contract constitutes the full, complete and only Agreement between both parties and replaces any oral agreements that may have existed between LESSOR and LESSEE prior to its execution. This contract carries no implied future commitment of one party to the other. This contract shall not be altered or amended except in writing signed by both parties. This contract will take effect upon its execution as of the later date set forth below.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Agreement to be executed as of the days below written.

\_\_\_\_\_  
Lessee Name

\_\_\_\_\_  
Rosemary Johnson  
Executive Director  
The Alabama Dance Council

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE