



OUTSIDE RENTAL AGREEMENT

This Rental Agreement is made and entered into on {date} by and between SUNY Oswego Theatre Department (hereinafter referred to as “Lessor”) and { name } (hereinafter referred to as “Lessee”), for the production/performance of {insert title/event}.

1. Lessor shall provide to Lessee {identify equipment/item} (hereinafter referred to as “Borrowed Pieces”) for use in the production entitled {use same title} (hereinafter referred to as “Production”), for performances beginning on {??? and ending on {???.
2. The borrowed pieces are for use only in the Production and for the length of time stated above and may not be used in any other production or for any other purpose. Any other use shall be considered a breach of this Rental Agreement.
3. Lessee will be charged a rental fee as follows: {???
4. If the borrowed pieces are not returned in their original condition, Lessee shall pay to Lessor not more than ten (10) days following receipt of invoice such sums as may be billed for any expense which Lessor may incur in restoration of the Borrowed Pieces to their original condition or replacement of Borrowed Pieces if such replacement would be less expensive than restoration. Lessor retains the right not to restore or replace the Borrowed Pieces in the event of damage or loss; however, Lessor’s election to not restore or replace the Borrowed Pieces shall in no way modify Lessee’s obligation to compensate Lessor for the costs that would have been otherwise incurred.
5. Lessee shall be responsible for all costs associated with round-trip transportation of the Borrowed Pieces. The Lessee agrees to return the Borrowed Pieces by {???
6. Lessee agrees to inspect all rental pieces upon receipt and immediately notify Lessor of any defective rental pieces, accompanied by pictures of such defects. Otherwise, Lessee acknowledges that all rental pieces are suitable for use.
7. Nothing in this Rental Agreement shall be construed to suggest that all equipment needed for use in the Production that are provided by Lessor under this Rental Agreement and so identified as Rental Pieces shall be deemed suitable or useable in the Production by the Lessee.

8. Lessor does not accept any responsibility for damage or injury to property, employees, representatives, or customers of Lessee which may be a result of the Parties entering into this Rental Agreement including, but not limited to that which may occur during loading, unloading, assembly, disassembly, or use of the Borrowed Pieces during rehearsals and Production performances. Further, Lessee agrees to hold Lessor harmless and assume all costs incurred by Lessor as a result of Lessee's use of the Borrowed Pieces.
9. Lessee is responsible for reasonable care and maintenance of the Borrowed Pieces. No alternations may be made to the Rental Pieces unless expressly agreed to by the Lessor in writing.
10. This Rental Agreement, when signed by both parties hereto, shall become binding.
11. Nothing in this Rental Agreement shall be construed as the Parties entering into a partnership or any other formal relationship other than that of Lessor and Lessee.
12. The undersigned Parties personally guarantee that they have the full and complete authorities to bind this Rental Agreement on behalf of Lessor and Lessee.
13. This Rental Agreement must be returned fully executed and returned to Lessor no later than ??? or it may be considered of no use or effect.
14. Lessee guarantees that it is and will be in full compliance to all provisions of Royalty/License agreement and local and state building, safety and fire codes and ordinances for the Production.

THE UNDERSIGNED PARTIES HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT.

Aleksandra Kraszpuska, Chair
SUNY Oswego Theatre Department