

BETR Terms & Conditions

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This Rental Agreement, issued by BĚTR Productions, Inc., outlines the standard terms and conditions applicable to all clients renting equipment, services, or labor. By placing an order or confirming a rental, the client (referred to as "Customer") accepts the terms and conditions outlined in this document.

The full terms of this Rental Agreement are available online for review at the link provided to the Customer in the quote or invoice.

The following terms and conditions apply to all rentals unless otherwise specified in writing.

GENERAL TERMS: BĚTR Productions agrees to provide the equipment, labor, and services specified in the accompanying quote or invoice. The Customer agrees that all terms, conditions, timelines, rates, labor, and specified equipment have been determined based on the information provided at the time of quotation. Any changes to the initial requirements, such as room setup, timing, additional equipment, trucking needs, or venue-specific restrictions, may alter the final pricing. Any modifications or additions requested after the scheduled load time or on-site will be billed as additions to the agreement. All equipment delivered will be charged to the Customer, even if it goes unused. BĚTR Productions is not liable for any delays or disruptions caused by events beyond its control. 2. **RENTAL PERIOD:** Unless otherwise stated, equipment is rented on a day-to-day basis. Rental charges apply to each day or part of a day that the equipment is in the Customer's possession, beginning at delivery and ending at return. The Customer agrees to return the equipment on the specified return date. If returned late, the Customer is liable for additional daily rental fees until the equipment is returned. BĚTR Productions' rental rates may be adjusted based on specific circumstances, such as mandatory use of venue-supplied equipment or services. All rates are FOB BĚTR Productions, and the Customer is responsible for all shipping and handling charges. Charges apply regardless of equipment usage. 3. **LABOR TERMS:** Labor charges are based on the actual hours worked on-site. Overtime applies to hours worked beyond eight (8) hours per day, and double-time applies for hours worked beyond twelve (12) hours per day or between midnight and 6 a.m. A short turn-around rate applies when there is less than ten (10) hours off between shifts if no hotel is provided, or less than eight (8) hours off if a hotel is provided within a 15-minute travel distance from the venue. All meals must be completed by the beginning of the sixth (6th) hour of work and every subsequent sixth (6th) hour thereafter. The Customer may provide either a one-hour unpaid "walk-away" meal period or a 30-minute paid hot catered meal. Regardless of the option chosen, the meal must be completed by the start of the sixth (6th) hour. If this requirement is not met, one (1) hour of overtime will be added as a meal penalty. All meal periods, whether walk-away or catered, are paid on the clock. 4. **PAYMENT AND INTEREST:** Unless specified differently, 50% of the quoted amount is due upon acceptance or 60 days before the event, with the remainder due on the event's first day. Late orders or on-site additions are due within seven (7) days unless otherwise agreed. A credit card surcharge of 1-4% may apply. If the Customer's credit status changes, BĚTR Productions reserves the right to adjust rates accordingly. Unpaid balances may accrue interest at 1.5% per month or the highest rate allowed by Nevada law. 5. **SECURITY DEPOSIT:** BĚTR Productions may require a security deposit at its discretion. If a credit card is used, the deposit is final, and the Customer waives any dispute rights through the credit card company. Should a deposit be insufficient to cover any damages or unpaid charges, the Customer remains liable for the full amount. 6. **CANCELLATION POLICY:** Cancellations made within seven (7) days of the load-in day are charged at 100%, within ten (10) days at 75%, within fourteen (14) days at 50%, and within thirty (30) days at 25%, minus any specific expenses saved due to the cancellation. BĚTR Productions reserves the right to claim compensation for costs incurred, including pre-production expenses and preparation costs. 7. **SITE FEES AND RELATED CHARGES:** Unless specified in writing, the Customer is responsible for covering any on-site fees associated with the event, including but not limited to fees for rigging, electrical connections, internet, carpet protection, or storage. 8. **EQUIPMENT STORAGE:** It is the Customer's responsibility to provide suitable on-site storage for rented equipment. If adequate storage is unavailable, BĚTR

Productions may add additional fees to the final invoice. 9. SECURITY OF EQUIPMENT: The Customer must ensure adequate security to protect the equipment and personnel during the rental period. The Customer is liable for any theft, loss, or damage to the equipment while it is under their control, including when the equipment is on premises managed or controlled by the Customer. 10. PERMITS AND LICENSES: The Customer is responsible for obtaining any permits, licenses, or other authorizations necessary for the event. 11. OWNERSHIP AND TITLE: This Agreement is strictly a rental contract and does not grant the Customer any ownership rights. All equipment remains the property of BËTR Productions, and the Customer must not encumber or otherwise affect BËTR Productions' ownership rights. 12. DELIVERY AND RETURN OF EQUIPMENT: The Customer is considered to have taken delivery when equipment is set aside from BËTR Productions' inventory. Equipment is only considered returned when it is physically returned, inspected, and accepted by BËTR Productions. Acceptance does not waive BËTR Productions' right to claim for any damages discovered later. 13. TRANSPORTATION: The Customer is responsible for transportation costs unless otherwise agreed. If BËTR Productions provides transportation, it assumes the risk of loss. If the Customer uses its own transport service, it assumes the risk of loss and must insure the equipment during transit. 14. PRESENTATION AND RECORDING MANAGEMENT: BËTR Productions may provide presentation and/or recording management services, including storing and distributing Customer-provided presentation materials and session recordings ("Event Content"). Event Content may be stored on third-party servers outside BËTR Productions' direct control. BËTR Productions is not liable for downtime, outages, or other service interruptions from such providers. While reasonable measures will be taken to safeguard Event Content, BËTR Productions does not guarantee absolute security and is not responsible for unauthorized access, breaches, or data loss. Unless otherwise agreed in writing, Event Content may be deleted thirty (30) days after the event. All intellectual property rights remain with the Customer, who grants BËTR Productions a limited license to handle Event Content solely for fulfilling services under this Agreement. The Customer agrees to indemnify and hold BËTR Productions harmless from any claims related to Event Content. 15. DESCRIPTION OF EQUIPMENT: All equipment items provided under this agreement are specified in the attached quote or invoice. It is the Customer's responsibility to review and verify the accuracy of the equipment details in the quote or invoice and to notify BËTR Productions of any discrepancies upon delivery. 16. INSPECTION AND WARRANTY DISCLAIMER: All equipment is rented as-is and without warranty. The Customer must inspect equipment upon delivery and notify BËTR Productions of any issues immediately. 17. USE AND CARE OF EQUIPMENT: The Customer assumes responsibility for any loss, damage, or theft of equipment from the moment of delivery until return. Equipment must be used in accordance with the manufacturer's guidelines and operated only by qualified individuals. The Customer must not alter or modify the equipment and must take necessary precautions to protect both the equipment and individuals using it. 18. LIABILITY FOR DAMAGE OR LOSS: The Customer bears full responsibility for any loss or damage to the equipment from delivery until return, including during transit. If the equipment is damaged, the Customer is liable for repair costs or full replacement if necessary, along with continuing rental charges until repaired or replaced. 19. INSPECTION RIGHTS AND RETURN CONDITION: BËTR Productions reserves the right to inspect equipment at any time during the rental period. Upon return, the equipment must be in the same condition as delivered, accounting for normal wear and tear. 20. INSURANCE REQUIREMENTS: Before taking possession, the Customer must provide a Certificate of Insurance naming BËTR Productions as an additional insured and loss payee. Insurance must cover: Property (full replacement cost for any loss or damage); Automobile Liability (minimum coverage of \$1,000,000 for transporting rented items); Workers' Compensation/Employer's Liability (minimum coverage of \$1,000,000); Commercial General Liability (minimum \$2,000,000 aggregate and \$1,000,000 per occurrence). Insurance must include a waiver of subrogation against BËTR Productions. 21. NOTICE OF INSURANCE CANCELLATION: The Customer must notify BËTR Productions in writing at least thirty (30) days before any cancellation or material modification of the required insurance. 22. FAILURE TO OBTAIN INSURANCE: If the Customer fails to maintain required insurance, BËTR Productions reserves the right to procure the insurance on their behalf and charge the Customer accordingly. 23. RESTRICTIONS ON REMOVAL FROM THE U.S.: The Customer shall not remove any rented equipment from the United States without prior written consent from BËTR Productions. 24. INDEMNIFICATION: The Customer agrees to defend, indemnify, and hold BËTR Productions harmless from any claims, damages, or expenses arising from the use of rented equipment. 25. LEGAL FEES: The Customer agrees to cover all legal fees and costs incurred by BËTR Productions in enforcing this agreement. 26. GOVERNING LAW AND JURISDICTION: This Agreement is governed by the laws of the State of Nevada, with venue in Las Vegas, NV. 27. COMPLETE AGREEMENT: This Rental Agreement, along with the quote or invoice, constitutes the entire agreement between the parties. No additional terms or conditions apply unless provided in writing and signed by both parties. 28. SEVERABILITY: If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain effective. 29. DEFAULT REMEDIES: In case of default, BËTR

Productions may pursue various remedies, including repossession of the equipment, recovery of damages, and reimbursement of attorney's fees. 30. BANKRUPTCY OR INSOLVENCY: If the Customer files for bankruptcy or becomes insolvent, BËTR Productions may terminate this Agreement and pursue all available remedies. 31. FORCE MAJEURE: BËTR Productions shall not be held liable for delays or inability to perform due to uncontrollable circumstances, including natural disasters, governmental actions, or other events beyond its control.

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21. NOTICE OF INSURANCE CANCELLATION: The Customer must notify BËTR Productions in writing at least thirty (30) days before any cancellation or material modification of the required insurance.

22. FAILURE TO OBTAIN INSURANCE: If the Customer fails to maintain required insurance, BËTR Productions reserves the right to procure the insurance on their behalf and charge the Customer accordingly.

23. RESTRICTIONS ON REMOVAL FROM THE U.S.: The Customer shall not remove any rented equipment from the United States without prior written consent from BËTR Productions.

24. INDEMNIFICATION: The Customer agrees to defend, indemnify, and hold BËTR Productions harmless from any claims, damages, or expenses arising from the use of rented equipment.

25. LEGAL FEES: The Customer agrees to cover all legal fees and costs incurred by BËTR Productions in enforcing this agreement.

26. GOVERNING LAW AND JURISDICTION: This Agreement is governed by the laws of the State of Nevada, with venue in Las Vegas, NV.

27. COMPLETE AGREEMENT: This Rental Agreement, along with the quote or invoice, constitutes the entire agreement between the parties. No additional terms or conditions apply unless provided in writing and signed by both parties.

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