



15701 HERON AVE., LA MIRADA, CA 90638 • 800-516-0577 TOLL-FREE • 714-690-1465 FAX

## Customer Information

Business Name: \_\_\_\_\_ ("Customer")

DBA: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ Inception Year: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

Description of Business: \_\_\_\_\_

Business Type:      Corporation      Partnership      Sole Proprietorship      Tax ID \_\_\_\_\_

Does this company provide Purchase Orders?      Yes      No

Names of the persons authorized to place orders for production or rentals, will call, and provide signature for purchase orders:

\_\_\_\_\_

Names, phone numbers, and emails of persons responsible for the Accounts Payable:

\_\_\_\_\_

Has applicant or principal ever filed bankruptcy?

Yes      No      Year: \_\_\_\_\_      Case Number: \_\_\_\_\_

Has a tax lien been filed against applicant or principal within the last six months?

Yes      No      Year: \_\_\_\_\_

### Information for the Officers/Owners/Managers:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Driver's License #: \_\_\_\_\_



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Information for the Officers/Owners (continued):

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Drivers License #: \_\_\_\_\_

Banking Information:

Bank Name: \_\_\_\_\_ Checking Acct#: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trade References:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax/Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax/Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

By signing below Applicant confirms that he/she has read and understood the foregoing and authorizes the listed bank and trade references to respond to credit inquiries regarding applicant's accounts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



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## Credit Card Authorization Form

**Credit Card First Use: If using a credit card for payment and/or security for the first time, the cardholder must provide appropriate identification.**

Card Holder Name: \_\_\_\_\_

(Exact Name Shown on the card)

Company Name: \_\_\_\_\_

Credit Card Type:                      AMEX                      Master Card                      VISA                      Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

(3 Digit Number on the back of card. For AMEX it is a 4 digit number on the front of the card)

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

(Please supply the address and phone number directly associated with this card)

Payment to be applied to Invoice #: \_\_\_\_\_

Amount to Charge:                      \$ \_\_\_\_\_                      Date to Apply Charge: \_\_\_\_\_

Please provide Photo Copy, Front and Back of your driver's license and credit card(s) onto an attached sheet.

I hereby authorize Gallagher Rental Inc. ("Gallagher") to charge the credit card above for payment, security deposits, and insurance deductibles. I declare that the information that I have provided is correct. I hereby authorize \_\_\_\_\_ to pick up the equipment. I take full responsibility for payment due Gallagher and I agree to be responsible for any damage that might arise from this agreement or from the handling, transportation, and use of the subject equipment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Gallagher Rental Inc. Customer Agreement:** **Professional Services**

1. Gallagher Rental Inc. d.b.a. Gallagher Staging & Productions ("Gallagher") will provide equipment, labor, and transport as indicated on the signed contract. Any changes or additions to the equipment, labor, or transport after the contract has been signed and agreed to may result in additional charges. Customer may not dictate the manner in which Gallagher executes the services rendered. Gallagher may use any of its employees, and contractors, to perform services. Gallagher retains the right to utilize event photos depicting your use of the equipment for Gallagher's marketing purposes.
2. Labor charges are based on the information provided by Customer. If dates or times change beyond the control of Gallagher, further labor charges may occur. Labor charges are subject to Gallagher's usual customs and practices and all applicable laws governing wages, overtime, and double time.
3. If customer agrees to provide labor, travel, meals, hotel accommodations, or equipment and fails to do so, customer agrees to reimburse Gallagher within a 72-hour period of the event.
4. In the case of extreme weather, acts of God, or other circumstances that compromise the safety of the public, staff, performers, and/or equipment, Customer and Gallagher will cease work at any stage of setup, show, or strike at Gallagher's sole discretion, and this will not be deemed as breach of contract and payment will still be due in full.
5. Customer agrees to leave all installed safety devices in place and accepts full responsibility for personal injury or property damage to self and/or third parties resulting from the removal of said devices. Customer agrees to indemnify and hold harmless Gallagher as against any claims, attorney fees, and court costs arising in connection therewith.

## **Rental Services**

1. Gallagher will have all equipment in good working order at the time of the rental, and is not responsible for damages incurred while in client's possession. Customer agrees to return rental items to Gallagher in good working order on the specific date agreed upon as stated on the contract signed. All items returned are subject to inspection. Late return and/or missing of rental items are subject to further charges.
2. Each rental item is to be used within the limits intended by its design and manufacture and in accordance of state law.



1. Professional Services: In connection with all services provided by Gallagher, Gallagher will maintain a comprehensive general liability insurance policy, workers compensation insurance policy, and automobile liability insurance policy. Both parties have the right to request to be listed as an additional insured on the appropriate insurance policies so long as the request is received in writing prior to the performance of services under this agreement. Gallagher will provide proof of insurance upon request.
  - a. Gallagher is not responsible for the actions of event guest, liable for loss, damage or injury to persons or property resulting from the negligence or misconduct of any individuals attending the event(s) for which Gallagher is providing equipment or services.
  - b. Gallagher is not liable for any failure to perform from causes resulting from venue or event locations or which are caused by any act(s) or omission(s) of persons not employed by Gallagher or which are otherwise outside the bounds of its reasonable control. Such actions include, but are not limited to, power failures, labor and/or construction disputes, terrorist acts, and/or acts of God. Adequate security, as needed, will be provided by Customer for the protection and safety of the Gallagher personnel, equipment, and property.
2. Rental Services and Installations: Customer is required to maintain in force an all risk policy of insurance evidenced by a Certificate of Insurance ("COI") naming Gallagher as an additional insured and loss payee for full replacement value of all items rented and for all rental installations, before the items have been received, throughout the period of any installation, and until the items have been returned. The COI will state that Customer assumes the entire risk of loss of, damage to, or destruction of, equipment from any and every cause whatsoever beginning with the delivery of said equipment to Customer until such time as said equipment is safely returned to Gallagher in the same condition as delivered. All COI's shall be signed by an authorized agent, or representative of Customer's insurance carrier. Any such loss must be paid at full replacement value. Customer may fully repair the item or replace with a like item acceptable to Gallagher. Gallagher shall not be required to make a prior written demand on customer for delivery of any such COI. Customer shall provide Gallagher with the COI without further notice or demand.
  - a. Terms of Rental: Unless otherwise specified in writing, the rental property shall be issued on a week-to-week basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the property is "delivered" to Customer and the time it is "returned" to Gallagher.
  - b. Discounts: Discounts may be revoked at any time.
3. Cancellation of Insurance: Customer shall provide Gallagher with thirty (30) days written notice prior to the effective cancellation or modification of any insurance required to be maintained by Customer pursuant to the foregoing provisions.





4. Place of Contract, Venue, Applicable Law and Attorney Fees: This agreement shall be deemed entered into at Gallagher's principal office located in the County of Los Angeles in the State of California. In the event of any dispute between the parties, Gallagher and Customer agree that venue in any legal action between them shall be in the Superior Court for the County of Los Angeles, State of California, and that California law shall apply in the interpretation of this agreement. Customer hereby agrees to pay all of Gallagher's attorney fees and costs that may be actually incurred by Gallagher in enforcing and/or interpreting the terms and conditions of this agreement, including the fees and costs associated with mediation and regardless of whether or not legal action is filed. In the event of any dispute between Gallagher and Customer the parties agree to endeavor to mediate any dispute before resorting to litigation.
5. Security Deposit: Gallagher may require a security deposit as it may determine. Said deposit, if done by credit card, shall be a final and binding charge. Customer and/or card holder waive all rights to dispute charges with the credit card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit card company fails to honor Customer's charges for any reason, or if the credit charge available is insufficient to cover the claims of Gallagher under this agreement, Customer shall remain absolutely liable for the full amount of the claims.
6. Indemnification and Defense: Customer will indemnify and defend Gallagher and its agents and employees, and hold each of them harmless, as against any claims, lawsuits, liabilities, damages, obligations or expenses arising in connection with Customer's use or misuse of any item provided by Gallagher which is the subject of this Agreement. Gallagher makes no express warranties of any kind with respect to the products sold and/or rented under this contract, including but not limited to the "GBlock" and those items listed in the product manifest attached as Exhibit A. It is understood that some or all of the goods being sold and/or rented under this contract have been previously used by others. Seller makes no express warranties with respect to these goods, and Customer understands that all implied warranties are excluded from the sale and/or rental. The entire risk as to quality and performance of the goods is with Customer. Statements made prior to the execution of this contract relating to the products sold and/or rented are not warranties except to the extent that the contrary is expressly set forth in this contract. It is understood that such statements were not intended to, and did not, form a part of the contract, but were merely made in the course of negotiations of the parties.
7. Availability of Special Product Warranty: Gallagher will, upon the prior written request of Customer, propose terms for a special product warranty by which Gallagher shall, in exchange a negotiated fee, over and above the regular contract price which is the subject of this Agreement, pursuant to which Gallagher will assume certain defined, selected risks by way of express written warranties signed by both Gallagher and Customer which shall be attached to this Agreement as a "Special Product Warranty." If no "Special Product Warranty" signed by both Gallagher and Customer is attached to this Agreement, then no "Special Product Warranty" shall be deemed to exist under this Agreement and Customer shall be deemed to have waived the opportunity to purchase same.

INITIALS : \_\_\_\_\_  
Customer Gallagher



## **Payment**

1. Gallagher requires 100% payment upon confirmation for both rental and production services unless otherwise specified on the quote. Payment terms may be established with recurring customers who provide credit references, and who have been otherwise pre-approved by Gallagher in writing.
2. Payment of invoices for loss or damage is due immediately upon receipt.
3. In the event of any contract cancellation, whether full or partial, by customer without prior written consent of Gallagher, charges shall be assessed and imposed by Gallagher in consideration of Gallagher preparing, holding, manufacturing, holding in reserve, or sub-renting equipment on customers behalf to mitigate Gallagher's losses. Cancellation is subject to payment of the first-day rental or surrender of deposit to Gallagher, whichever is greater, it being agreed that the surrender of the deposit is a reasonable compensation for Gallagher's restocking costs and loss of opportunity. Any such cancellation shall be subject to the following additional requirements and terms:
  - a. No cancellation shall be effective unless communicated by written notice delivered to Gallagher in advance of the cancellation effective date.
  - b. In the event of cancellation at least 30 days prior to the contractually agreed commencement of rental, Gallagher shall be entitled to 20% of the total contract sum.
  - c. In the event of cancellation less than 30 days prior to the contractually agreed commencement of rental, but more than 10 days prior to the agreed commencement of rental, Gallagher shall be entitled to 50% of the total contract sum.
  - d. In the event of cancellation less than 10 days prior to the contractually agreed commencement of rental, but more than 3 days prior to the agreed commencement of rental, Gallagher shall be entitled to 80% of the total contract sum.
  - e. The date of cancellation shall be determined by the date on which Gallagher Rental Inc. actually receives written notice of cancellation.

## **General Provisions**

1. Delivery and Return provisions are as follows. Customer shall be deemed to have taken "delivery" of the property from the time the property is physically received by Customer or Customer's agent from Gallagher. Customer shall have deemed to have "returned" the property only at such time as customer shall have physically returned the property to the Gallagher's warehouse location, or, if the property has been picked up by Gallagher, at such time that Gallagher signs a receipt for return of the property. "Acceptance" by Customer shall mean that Customer has examined the property being delivered into its possession without objection communicated in writing. The acceptance of the returned property is not a waiver by Gallagher of any claims against Customer for damage or loss of property.
2. Terms of this agreement are governed by and construed in accordance with the laws of the State of California.



3. In the event Customer shall fail to make any payments when due or shall fail to perform any other covenant or condition hereof to be performed by Customer, or any of the events described in this agreement, Gallagher may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice, or legal process:

- a. Recover from Customer all sums due;
- b. Repossess the property (by entering Customer's premises, if necessary) without liability for trespass, or responsibility with respect to the property or to any article left in or attached to same; and recover from Customer from Gallagher all damages sustained by Gallagher as a result thereof;
- c. Recover from customer any and all damages for with Gallagher shall have sustained by reason of non-performance by Customer of the terms and conditions of this agreement;
- d. Retain, free from any claim by Customer, all payments or other property theretofore received under this agreement;
- e. Recover from Customer all expenses incurred by Gallagher in protection of its rights under this agreement, including, without limitation, attorney's fees, court costs, and cost of location, repossessing, repairing, reconditioning, and storing property

4. All notices, communications or consents given by either party to the other must be in writing and may be delivered by personal delivery, fax, email, US postal service, or any other nationally recognized overnight mail delivery service.

5. This agreement shall be binding upon to the parties undersigned and their heirs, successors executors and permitted assigns.

6. This agreement will apply to the individual signing below, individually and, if performing as a group, to any entities, including partnerships, corporations, or other entities for which such individual purports to act.

**Customer:**  
**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Gallagher Rental Inc.**  
**d.b.a. Gallagher Staging & Productions**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_