

OFB Sound Equipment Rental Policy

Approved by OFB Board July 8, 2015

The Old Farmers Ball is willing to rent sound equipment, including the electronic keyboard, to individuals, groups, and businesses providing that the equipment is supervised, installed, moved, operated, and returned to the OFB by sound technicians approved by the OFB Sound Committee. Any and all charges made by the sound technician is paid by the organization renting the sound equipment.

Charges for Equipment

The Head Sound Engineer will establish the total value (based on new or replacement cost) of all requested equipment. This total value forms the basis of the charge to the group per day for the equipment, as follows:

Organizations that are non-profit as defined under the Internal Revenue Code Section 501(c)3 are charged 1% of the total value per day. Organizations that are an official part of Warren Wilson College are charged 1% of the total value per day. All other organizations, businesses, and individuals are charged 3% of the total value per day.

Equipment Available for Rent

Equipment that is in regular use by the OFB in Bryson Gym (first-line equipment) can only be rented if the equipment is used solely in Bryson Gym. Second-line equipment may be rented and transported to other locations. Transportation is done solely under the supervision of an OFB-approved Sound Engineer.

Use of Equipment by the OFB or One of Its Committees

Sound equipment is available for use at any event sponsored by the OFB or one of its committees free of any charge. First-line equipment can only be used at Bryson Gym.

Procedures

The application to rent equipment is located on the OFB web site (www.oldfarmersball.com). It should be filled out and emailed to the Head Sound Engineer at least 30 days before the event date. Applications that are received less than 30 days before the event will be charged an application fee of \$20.

The Head Sound Engineer will determine the total cost for the rental equipment, select (on a rotating basis) the Sound Engineer willing to work the event, secure the cost for that Sound Engineer, and email a contract for the event to the applicant. The contract will itemize the total cost for the sound equipment, the cost for the Sound Engineer, the cost for equipment owned by the Sound Engineer, the grand total cost, and the deposit (50% of the grand total). This process should be completed within 7 days of the receipt of the application.

Once the contract is signed by the applicant, and the Head Sound Engineer, and the selected Sound Engineer, and the deposit is received, the Head Sound Engineer emails a copy of the contract to the relevant Sound Engineer, the applicant, and the Chair of the Sound Committee. The check or money received by the applicant is forwarded to the Board Treasurer. The Chair of the Sound Committee sends general information about the rental to the Sound Committee and includes the general information in the next report to the Board.

If the applicant appeals the cost or other issues surrounding the rental, the issue is turned over to the Chair of the Sound Committee who will refer it to the Board. The applicant will have to agree to wait for a decision until after the next regularly scheduled Board meeting.

Application

Old Farmer's Ball
PO Box 2852
Weaverville, NC 28787
Sound Equipment Rental Application

Email completed application to _____

Date of application _____

Name of Organization, Business, or Individual _____

If an organization:

1. Is it non-profit as defined under Internal Revenue Code section 501(c)3? _____

2. Is it associated with Warren Wilson College? _____ How? _____

Contact individual _____

Address _____

Phone _____ Email _____

Event Name _____

Event Date _____ Start Time _____ End Time _____

Location of Event (including room number) _____

Number of sound pickups _____

Contract

Old Farmer's Ball
PO Box 2852
Weaverville, NC 28787
Sound Equipment Rental Contract

This agreement is for sound equipment and services between the Old Farmer's Ball (herein OFB), _____ (herein the Sound Engineer), and the customer identified below. The Sound Engineer must be a person who is listed as an approved OFB Sound Engineer.

Customer _____

Contact individual _____

Address _____

Phone _____ Email _____

Event Name _____

Event Date _____ Start Time _____ End Time _____

Location of Event (including room number) _____

Number of sound pickups _____

The Sound Engineer is responsible for supervising, installing, moving, returning, and operating the Sound Equipment owned by the Old Farmer's Ball. The Sound Engineer may add any equipment they own that are identified below and included separately in the price.

The cost is shown below.

\$_____ rental of OFB sound equipment (payable to the OFB)

\$_____ services provided by the OFB-approved Sound Engineer (payable to the Sound Engineer)

\$_____ sound equipment rented from the Sound Engineer (payable to the Sound Engineer)

\$_____ total cost

Specific OFB equipment included in this rental follows.

Specific equipment provided by the Sound Engineer follows.

It is agreed that 50 percent of the total payment is due at contract execution and the remaining 50 percent balance is due 48 hours before the start of the event unless otherwise agreed to in writing. Any additional expenses incurred during the rental will be billed by invoice at completion and payment is due prior to departure from the event. A 10% finance fee may be applied to invoices not paid within 7 calendar days of the end of the rental.

The Sound Engineer is our agent at the Lessee's event. It is the responsibility of the Lessee to provide suitable security to protect the equipment listed above that is satisfactory to the Sound Engineer at all times that the equipment is at the venue. The Sound Engineer, at his sole discretion, may choose to discontinue amplification of sound and break down and return to the OFB any and all sound equipment for any reason.

If any part or portion of the Equipment is destroyed, damaged, lost or stolen during the rental period, the Lessee shall be liable to the OFB for repair cost or full replacement cost, including freight charges and taxes, and without deduction for betterment or depreciation of that Equipment. The replacement value or repair cost of the Equipment shall be determined by the actual cost of the OFB to replace or repair the Equipment, at the OFB's option.

Lessee shall use the Equipment at its own risk and expense and assume the full responsibility for injuries to any person or property resulting from the use or possession of the Equipment during the Rental Period. **THE OFB SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR FOR THE COSTS OF SHIPMENT ARISING IN CONNECTION WITH THE USE OR POSSESSION OF THE EQUIPMENT BY LESSEE OR ANY THIRD PARTY DURING THE RENTAL PERIOD. UNDER NO CIRCUMSTANCE SHALL THE OFB'S LIABILITY OR LESSEE'S REMEDY FOR DAMAGES AGAINST THE OFB EXCEED THE AMOUNT OF THE RENT PAID BY LESSEE UNDER THIS AGREEMENT.**

Lessee hereby agrees to indemnify and hold the OFB harmless from any and all liability, claims, costs, damages or losses resulting from the use or possession of the equipment by Lessee or any third party during the Rental Period.

The OFB reserves the right prior to the rental of the Equipment to require Lessee to obtain adequate insurance coverage for the replacement value of the Equipment and for any injuries to person or property resulting from the use or possession of the Equipment during the Rental Period and to submit evidence of such insurance to the OFB. The OFB may require Lessee to name the OFB as an additional named insured under any insurance policies obtained pursuant to this paragraph.

THE OFB MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE EQUIPMENT'S PERFORMANCE, DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The acceptance of Equipment by the OFB upon its return from Lessee shall not waive or prejudice any claim that the OFB may have against Lessee.

Lessee hereby agrees to pay all reasonable attorneys' fees and costs incurred by the OFB in protecting or enforcing the OFB's rights under this agreement.

This agreement, and the OFB's sales invoice, of which the Lessee has been given a copy, represents the final complete and exclusive expression of this agreement between Lessee and the OFB. No terms, warranties, or representations, express or implied, including any and all representations or warranties made by any agent or representative of the OFB to Lessee, which are not set forth in this agreement or rental sales invoice, shall be binding upon the OFB.

This agreement cannot be modified except by the written agreement of both parties. This agreement shall be interpreted under and governed by the laws of the State of North Carolina.

Applicant signature

Head Sound Engineer signature

Sound Engineer signature

Sound Engineer (print)