

Terms and Conditions

Requests and Estimates

All production service requests and estimates are made through email via eventsoffice@msu.mcmaster.ca. Requests received with less than ten (10) business days notice cannot be guaranteed. Prices and costs associated with items on an estimate are subject to change until the finalized invoice is made. Events that require Campus Events Technicians to work between 12:00am and 7:00am will require a minimum of three (3) labour hours per instance required. Estimates are only valid for ninety (90) days from initial creation of the estimate. Estimates are required to be confirmed no less than ten (10) business days before the event. If estimates are confirmed in less than ten (10) business days before the event, then service cannot be guaranteed and additional surcharges may occur. To confirm an estimate, a deposit must be provided. See "Payment" for further information.

Responsibility

The client will assume full responsibility and liability for any damages to, or loss of, any and all equipment provided by Campus Events AVTEK Productions, or its subsidiaries, contractors and suppliers, regardless of ownership, that occurs during the time period that the client has care and control of the equipment. The client will assume this responsibility from the time/date that installation is complete until the agreed-upon removal time/date. If the client is not present at completion of installation, transfer of liability is still in effect and enforceable. If the client is not present for removal, and that absence causes an inability of Campus Events AVTEK staff to remove said equipment, the client will be responsible for any and all extra charges relating to removal of equipment. If Campus Events AVTEK staff are operating the equipment for the duration of the event, Campus Events AVTEK will assume responsibility only for operational damage to the equipment while Campus Events AVTEK staff are operating the equipment. All rental equipment must be returned by 11:00am, or an agreed upon time, on the designated return date. Failure to return equipment on time will be subject to further rental charges and a late penalty may be incurred. If late returns become habitual then preclusion of future rentals, at Campus Events AVTEK's discretion, may occur.

Payment

Payment types include cash, cheque, certified cheque for a dollar value over \$1 000, McMaster Student's Union (MSU) Purchase Order number, McMaster University Mosaic Chartfield, or Mastercard/VISA/AMEX which can only be accepted during business hours. All production services require a minimum 100% deposit paid at time of confirmation. This deposit will be applied to the final invoice once the services provided are complete. Any additional services requested by the client or deemed required for the event after the deposit is made will incur further costs. All finalized invoices must be paid within five (5) business days of the client receiving the final invoice. Any client confirming with a MSU Purchase Order or McMaster University Mosaic Chartfield is not required to pay a deposit, unless deemed necessary by Campus Events AVTEK. Failure to provide an acceptable payment type or Chartfield will result in Campus Events AVTEK's cancellation of the order in question. For rentals, the client must provide a valid credit card at time of pickup on "Credit Card Information Form" for security purposes unless payment by Purchase Order or Mosaic Chartfield. The card will not be billed unless the gear is returned damaged or there is a breach in the renter's responsibility.

Cancellation

If a confirmed order for production services is cancelled with less than five (5) business days notice, the client will be responsible for up to 50% of the entire invoice. If a confirmed order for production services is cancelled with less than 24 hours notice, the client will be responsible for 100% of the entire invoice. If the confirmed order involves any outsourced equipment, the client will also be responsible for 100% of the invoice portion related to said equipment. Any rescheduling within five (5) business days of the event's original date, will be treated as a cancellation and will be left to the discretion of Campus Events AVTEK Productions.

Outdoor Services

For any outdoor events/services, Campus Events AVTEK is not responsible for any permits associated with the event. This includes, but is not limited to noise permits, land use permits, vendor permits, etc. The client is responsible for providing sufficient power for the equipment provided by Campus Events AVTEK Productions, unless arranged prior to the event. All events with a pre-planned rain location alternative must declare the decided upon location 24 hours before the start of setup in preparation of rain. When on-site for an outdoor event, a Campus Events AVTEK representative or the client may determine, based on weather conditions, the safe operations of the equipment for the event; if deemed unsafe to continue setup or operation of the equipment, the equipment will be removed from site. This will be considered a cancellation and additional costs may incur. See "Cancellation" for more information. Any damages to the gear due to weather conditions will result in additional charges. See "Responsibility" for more details.

Campus Events AVTEK Responsibility

Campus Events AVTEK Productions and the McMaster Student Union are not liable for any injuries or damages resulting from the use, misuse, storage, or transportation of any equipment, items, accessories, or other assets while in the possession of the renter/client, their affiliates, staff or volunteers. Renter/client agrees to hold Campus Events AVTEK Productions harmless from any action, current or future, stemming from use of Campus Events AVTEK's gear or services. Campus Events AVTEK's sole liability is limited to the invoice amount, less any third-party expenses on behalf of renter/client, and will not assume liability for any direct, third party or consequential damages, however incurred.

Acceptance

In agreeing to partake of any Campus Events AVTEK rental equipment or production services, the renter/client agrees to the terms and conditions listed in this agreement and shall abide by them. Agreement may be signified with the renter's/client's signature on the contract. Any failure to fulfill the terms of this agreement may result in remedies being taken by Campus Events AVTEK Productions which include, but are not limited to, financial penalties, loss of future rental privileges, and/or legal action. If any section of this agreement is deemed unenforceable, the remainder will not be affected. I hereby accept the above proposal and authorize you to proceed with the supply of the above services in accordance with the above terms and Conditions.

Client Name

Client Signature

Signature Date