

Connective Corridor Production Equipment Terms of Use Agreement

Syracuse University's Connective Corridor and Syracuse Theatre Corporation d/b/a Syracuse Stage are pleased to offer an inventory of portable audio, video, lighting and stage equipment to produce and present public programs and performances along the Connective Corridor. Syracuse Stage shall serve as the manager of the Corridor Production Equipment, which is available to artists and organizations that meet the requirements listed herein.

Please review and fill out the *Terms of Use Agreement* below, and return it to Brian Crotty at brcrotty@syr.edu for further information.

To view the available equipment, please see the *Production Equipment Inventory* on this site.

TERMS OF USE AGREEMENT

This Agreement is subject to the following terms and conditions which the Borrower acknowledges that they have read.

1. **USE.** Borrower agrees to use the equipment described on the equipment schedule. Use agreement of this equipment does not include delivery or return, installation, operation or technical support.
2. **LOCATION.** The equipment may only be used by the specified operator at the specified location. The Borrower will not remove any name plates on the equipment.
3. **RETURN.** The equipment must be returned to Syracuse Stage in good working condition on the date and time specified for return.
4. **DAMAGES.** If the equipment is lost, stolen or not returned within seven (7) days after the agreed-upon return date, the Borrower will be obligated to pay Syracuse Stage/Connective Corridor the list price of the equipment. If the returned equipment is damaged, the Borrower will be obligated to pay the repair cost to Syracuse Theatre Corporation d/b/a Syracuse Stage.
5. **PERMISSION.** The Borrower grants permission to Syracuse Stage and Syracuse University to repossess the equipment at the job location or elsewhere.
6. **NO WARRANTIES.** THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF EACH ITEM OF EQUIPMENT, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT WILL RELIEVE THE BORROWER OF THE OBLIGATION TO PAY RENT, TO RETURN THE EQUIPMENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.
7. **INDEMNITY.** The Borrower will indemnify, protect and hold Syracuse Theatre Corporation d/b/a Syracuse Stage and Syracuse University, its trustees, officers, employees, volunteers and agents, harmless from any causes of action, losses, damages, injuries, claims or expenses, arising out of the use of the equipment regardless of where, how or by whom operated. The Borrower will assume the defense of and settlement of any legal proceedings brought to enforce such causes of action, losses, damages, claims, or demands and expenses. The Borrower will also pay all costs and expenses, including reasonable attorney fees, incurred by Syracuse Theatre Corporation d/b/a Syracuse Stage and Syracuse University in enforcing any of its rights or remedies under this Agreement. The indemnities and obligations in this agreement will continue in full force after the termination of this Agreement.
8. **CREDITS.** Credits, either in text and/or audible, will be given to Syracuse Theatre Corporation d/b/a Syracuse Stage and Syracuse University's Connective Corridor for use of any equipment borrowed from Syracuse Theatre Corporation d/b/a Syracuse Stage and Syracuse University and will be provided in any live or recorded, printed, televised, film, production or media event.
9. The parties agree that this agreement shall be governed by the laws of New York State.
10. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

USE AGREEMENT AND APPLICATION FOR CONNECTIVE CORRIDOR EQUIPMENT

Organization Name:

Organization Address:

Agent of Organization:

Name: _____

Phone: _____ Email: _____

Operator of Equipment (if different from above):

Name: _____

Phone: _____ Email: _____

Date(s) and location(s) of event: _____

Date(s) of rental period: _____

Pick up date and time: _____

Return date and time: _____

Equipment packages requested (Please check appropriate boxes. See inventory sheet for explanation.):

- | | |
|--|---|
| <input type="checkbox"/> Sound Package | <input type="checkbox"/> Lighting Package 1 |
| <input type="checkbox"/> Telex Headset System | <input type="checkbox"/> Lighting Package 2 |
| <input type="checkbox"/> Wireless Microphones | <input type="checkbox"/> Projection Package 1 |
| <input type="checkbox"/> Mac Operating System | <input type="checkbox"/> Projection Package 2 |
| <input type="checkbox"/> MOTU Unit | <input type="checkbox"/> Projection Package 3 |
| <input type="checkbox"/> Pole and Drape Masking System | |

Borrower agrees to:

1. ATTACH IRS determination letter of 501(c)(3) status.
2. Be responsible for damage to equipment, regardless of insurance coverage.
3. Prior to pick up of the equipment, provide, at its own expenses, insurance as indicated below and evidenced by a certificate of insurance. The certificate of insurance shall be provided to Syracuse Stage, 820 East Genesee Street, Syracuse, N.Y. 13210. If any of the insurance policies required below include deductibles or self-insured retentions, satisfaction of the deductibles or self-insured retentions shall be the sole responsibility of the Borrower.
 - a. Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include coverage for bodily injury, property damage and contractual liability and name Syracuse University and Syracuse Stage as additional insureds and indicate that the insurance is primary and non-contributory over any insurance carried by Syracuse University or Syracuse Stage.
 - b. Property insurance or an inland marine policy sufficient to cover the replacement cost of the equipment in the Borrower's care, custody and control as listed in detail below.
4. PRE-ARRANGE dates and times of pick up and return of equipment to Syracuse Stage, 820 East Genesee Street, providing proper transportation and personnel to handle equipment.
5. Provide a qualified operator of equipment to be oriented (as necessary) by Syracuse Stage personnel prior to, or at time of, pick up.
6. Provide to Syracuse Stage estimated or actual numbers of event attendance upon return of equipment.
7. Report any theft of borrowed equipment immediately to Syracuse University's Department of Public Safety at 443-2224.

Acknowledgement of Terms and Receipt of Equipment:

Borrower's Signature

Syracuse Stage Signature

Date

Date

Upon return of equipment:

Date of event: _____

Number of events: _____

Total attendance: _____

Date equipment returned: _____

Equipment inspected and received by: _____