

# Alugueres e Serviços Audio Profissional

## CONDIÇÕES GERAIS DE ALUGUER DE EQUIPAMENTO

AudioPro - Tecnologias de Comunicação, Lda. (denominada de "Locadora") aluga ao locatário abaixo identificado no contrato fornecido (denominado de "Locatário"), nos termos e condições estabelecidos neste documento, o equipamento (individualmente um "item" e colectivamente "equipamento") descrito no Anexo "A" desse mesmo contrato.

1. **Periodo de Aluguer:** O Periodo de Aluguer inicia-se na data em que é entregue o Equipamento ao Locatário e termina com a entrega do Equipamento ao Locador após ter sido aceite por este.
2. **Pagamento dos Alugueres:** O Locatário pagará ao Locador o valor do aluguer mencionado no contrato bem como de outros pagamentos devidos ao Locador na morada deste e que se encontra descrita no Contrato.
3. **Localização do Equipamento:** O Locatário manterá cada Item à sua custódia em segurança e sob o seu controlo no local especificado no contrato ou colocado num outro local desde que com o consentimento do Locador.
4. **Inspecção do Equipamento:** O Locatário poderá inspecionar o Equipamento durante o Horário Normal de Expediente e aceder às instalações onde o Equipamento se encontra em utilização para cumprimento dessa finalidade.
5. **Uso do Equipamento:** Cada Item deverá ser usado correcta e cuidadosamente e em observância de todos os requisitos legais em vigor, dos requisitos constantes nas apólices de seguros que o Locatário efectuou e de acordo com as instruções de utilização e requisitos de garantia do fabricante. O Equipamento alugado deverá ser utilizado apenas por operadores qualificados que sejam funcionários do Locatário, clientes do Locatário ou operadores ao serviço do Locatário.
6. **Adequabilidade do Equipamento:** O Locatário é o único responsável pela escolha do equipamento a alugar e declara que a sua escolha não é motivada por sugestões ou por aconselhamento por parte do Locador ou seus representantes. O Locador não dá garantias expressas ou implícitas da adequabilidade de um determinado Item a um objectivo específico ou da qualidade do desempenho do Equipamento. O Locatário assumirá a total responsabilidade em como o Equipamento seleccionado pelo Locatário é o apropriado para o objectivo pretendido.
7. **Alterações no Equipamento:** O Locatário não poderá efectuar qualquer manutenção, alteração, melhoria, etc. interior ou exterior sem a expressa autorização prévia e por escrito por parte do Locador.
8. **Insurance:** Lessee shall, immediately upon signature hereof, insure the Equipment for the full replacement value and keep the Equipment insured throughout the term against loss or damage by accident, fire or theft, with an insurance company and for a sum approved by Lessor under a comprehensive liability policy in the name of Lessor and Lessee shall furnish to Lessor, upon demand, copies of a certificate evidencing such insurance. Lessee hereby irrevocably appoints Lessor as the agent for the purpose of receiving all monies under any applicable insurance policy, to applied for Lessor's sole benefit.
9. **Maintenance of Equipment:** Lessee shall maintain the Equipment in good repair, condition and working order, and shall pay all costs to Lessor for damages which occur while the Equipment is in Lessee's custody. Lessee shall immediately notify Lessor of any defect or failure of any Item to operate properly.
10. **Return of Equipment:** Upon termination of this lease by expiration of the term hereof or of any renewal or extension or upon termination for any other cause, Lessee will, at its own cost and expense, promptly return Equipment to Lessor at an address specified by Lessor in the same condition as received.
11. **Lessee's Warranties:** Lessee warrants (a) that this lease has been duly authorized, executed and delivered by Lessee; (b) that the related financial and other information now or subsequently provided Lessor shall be true and complete; and (c) Lessee has the right, power and authority to fully perform each

of Lessee obligations as set forth herein.

12. Indemnity: Lessor shall not be responsible to Lessee or any third party for any tort or other liability whatsoever in connection with the Equipment, its operation or failure of operation. Lessee shall indemnify, defend and hold Lessor harmless against any liabilities, claims, actions and expenses, including court costs and attorney and legal expenses, incurred by or asserted against Lessor in any way relating to the manufacture, purchase, ownership, delivery, lease possession, use, operation, condition, return or other disposition of the Equipment by Lessor or Lessee or otherwise related to this lease, including any claim alleging latent or other defects or loss of profits in connection with the use or failure of operation of any Item.

13. Default: Any of the following shall constitute an event of default hereunder (a) Lessee's failure to pay when due any amount hereunder, which failure shall continue for five (5) days; (b) Lessee's default in performing any other obligations hereunder or under any other agreement between Lessor and Lessee or breach of any warranty or agreement hereunder; (c) Lessee's failure to maintain the insurance required; (d) death or judicial declaration of incompetency of Lessee; if an individual; (e) the filing by or against Lessee of a petition under the Bankruptcy Act or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy; (f) Lessee's making of an assignment for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, instituted by or against Lessee of any other type of insolvency proceeding or of any proceeding contemplating settlement of claims against or winding up of the affairs of Lessee or the making by Lessee of a transfer of a material portion of Lessee's assets not in the ordinary course of business; or (g) the occurrences of an event described in parts (d), (e) or (f) hereinabove as to a guarantor or other surety of Lessee's obligations hereunder.

14. Remedies: Upon an event of default, Lessor may do any one or more of the following: (a) declare any or all remaining rental fees due; (b) take possession of any items without demand or notice, wherever located, without any court order or other process of law and without liability for damages occasioned by such taking without thereby terminating this lease; and (c) utilize any other remedy available to Lessor at law or in equity. All such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. Lessee shall pay Lessor all costs and expenses, including court costs and attorney and legal fees, incurred by Lessor in exercising any of its remedies hereunder otherwise enforcing this lease. Any waiver by Lessor of a provision of this lease must be in writing, and forbearance by Lessor shall not constitute a waiver.

15. Ownership: Lessee acknowledges that the Equipment is owned by Lessor and Lessee will do nothing whatsoever that will repudiate, damage, derogate, or otherwise affect Lessor's right, title or interest in and to the Equipment.

16. Assignment: Without the prior written consent of Lessor, Lessee shall not sublease any Item or otherwise assign, transfer or hypothecate this lease, any Item or permit the Equipment or Lessee's rights under this lease to be subject to any lien, charge or encumbrance of any nature. Any sublease or assignment made or purportedly made by Lessee without Lessors express written consent will be void and of no legal force and effect. All rights of Lessor hereunder in and to the Equipment may be assigned, pledged or otherwise disposed of by Lessor, in whole or in part, without notice to Lessee, but subject to the rights of Lessee hereunder. Lessee shall acknowledge receipt of any notice of assignment in writing and shall thereafter pay any amounts designated in such notice as directed therein. If Lessor assigns this lease or any interest herein, no default by Lessor hereunder or under any other agreement between Lessor and Lessee shall excuse performance by Lessee of any provision hereof. In the event of such default by Lessor, Lessee shall pursue any rights on account thereof solely against Lessor and shall pay the full amount of the assigned payments to the assignee. No such assignee shall be obliged to perform any duty under the terms of this lease. Subject to the foregoing, this lease inures to the benefit of, and binds the heirs, legatees, personal representatives, successors and assigns of the parties.

17. Additional Documents: Lessee shall provide Lessor with such documents as Lessor shall reasonably request to confirm or protect Lessor's interests in the lease and the Equipment.

18. Additional Provisions: This lease constitutes the entire agreement between Lessor and Lessee and shall not be amended except by a writing signed by both parties. Nothing contained in this lease shall be construed to constitute a partnership or joint venture between the parties, and neither shall be bound by any representation, act or omission of the other. The failure of Lessor to insist upon strict adherence to any provision of this agreement shall not be construed as a waiver or deprive Lessor of the right thereafter to insist upon strict adherence to that provision or any other provision of this agreement. This agreement constitutes the entire agreement between the parties. This agreement shall be governed by and construed in accordance with the laws of the State of New York.

19. Collection and Legal Fees: Lessee will be responsible for all legal and collection fees incurred by the Lessor in respect of any default as described in paragraph 13.