

GENERAL TERMS AND CONDITIONS

- 1. ACCEPTANCE.** I, Lessee, agree to the terms and conditions on both sides of this agreement in consideration for the rental usage of the equipment, and any purchase, if applicable. I agree to the payment of all charges, fees, repair costs, and penalty fees.
- 2. RESERVATIONS/CANCELLATIONS.** Reservations for equipment can be made over the phone and are recommended, as many items are one of a kind. Confirmed reservations are subject to a cancellation fee of 100% of the full rental rate and penalty fees, if applicable.
- 3. RENTAL CHARGES.** The minimum rental charge is a one day charge. A rental day is a 24 hour period from time the equipment leaves Lessor. Equipment picked up on a Friday and returned within 72 hours will be charged a one day rental rate. The weekly rate is four times the daily rate. The monthly rate is twelve times the daily rate. Payment is due upon equipment return. Rental charges will continue during absence of equipment due to loss or damage. Any facility overtime charges involving an employee remaining on premises beyond normal business hours will apply in ½ hour increments with a minimum of ½ hour. Overtime is subject to availability and should be scheduled in advance. All prices and specifications are subject to change without notice. **Rental charges will be assessed whether the equipment is used or not. Rental charges are for time out not time used!**
- 4. LATE RETURNS.** Time is the essence of this agreement. Equipment not returned on time will be subject to additional rental charges which shall be a minimum of one additional rental day. Penalty fees will be assessed at Lessor's discretion.
- 5. DEPOSITS.** A deposit is required on all rentals. The deposit shall be in the form of one of the following: a) check, b) Visa, MasterCard, or American Express, c) cash retail value. Debit and check cards may not be used for security deposit. The deposit may be held pending repair or replacement of rental equipment. Rental charges will continue during absence of equipment due to loss or damage. Proof of insurance coverage acceptable to Lessor may be required on some rentals. Lessee, by giving lessor deposit, authorizes the Lessor to use deposit for payment of rental charges, repair, replacement, services, goods, penalty fees, and/or any other payment owed Lessor by Lessee.
- 6. LOSS, THEFT, OR DAMAGE.** The Lessee assumes entire risk of loss or damage to equipment during rental. Rental charges will continue during absence of equipment due to loss or damage. Any damage to or loss of equipment must be paid in full to Lessor on demand. Title to equipment and the right to, at any time, terminate lease and recover possession, if not returned on demand, remains with Lessor. All charges, including attorney's fees incurred in recovering equipment not returned on demand, remain with Lessee. A non-refundable 10% damage/loss fee, based on the total rental charge, is available for Lessee to purchase from Lessor. If Lessee elects to accept the 10% damage/loss fee Lessee agrees that they are liable for the first \$500.00 of damage or loss of equipment. Lessee will be held harmless for damage or loss exceeding \$500.00 unless such damage or loss:
- a. is caused by intentional, willful, negligent, or careless actions or inaction by Lessee or any other person while equipment is rented to Lessee;
 - b. is due to rain or other moisture;
 - c. is due to scratching of lens;
 - d. is due to internal adjustments or repairs by unauthorized persons;
 - e. occurs during shipping or transportation by common carrier;
 - f. is due to unexplained loss or disappearance;
 - g. occurs by theft from an unlocked or visually open vehicle;
 - h. occurs by theft unreported to local police within 48 hours of the theft;
 - i. occurs outside of the 48 continental United States;
 - j. is caused by or results from warlike actions of Lessee or others (including any government) including loss due to seizure or confiscation.
- 7. MALFUNCTIONS.** Equipment is rigorously tested before being offered for rental. Nevertheless we strongly suggest the Lessee check out the equipment before accepting it. Our program of maintenance and inspection prevents most problems, but it is not possible even with the most meticulous inspection to duplicate all the conditions found in the field, nor is it possible to predict all failures. Lessor must be notified of any and all problems immediately. Failure to do so can result in a full rental charge.
- 8. SPARE BULB/INSTRUCTION BOOK POLICY.** Equipment rental price includes bulbs. Spare bulbs are provided on request. There is no charge for the use of spare bulbs providing burned out bulbs are returned. A charge will be made for missing bulbs, broken bulbs or excessive burnouts. Instruction books will be supplied on request. Instruction books not returned will be charged for.
- 9. EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS. LIMITATION OF LESSOR'S LIABILITY.** Lessee warrants that Lessee or Lessee's agent is trained and can utilize equipment. Lessee agrees that Lessor shall not be responsible for Lessee's inability to utilize rented equipment for any reason including insufficient knowledge of the equipment. In the event Lessee is unable to utilize the equipment due to Lessee's insufficient training or knowledge, or for any other reason, Lessee agrees to hold Lessor harmless from any damage or loss from the failure or inability to use the equipment. Lessee agrees that Lessor has no duty to instruct or train Lessee in the use of equipment, and that any information regarding the equipment is given as a courtesy and is not part of the rental agreement. Lessor reserves the right to refuse rental to any person, company or organization for any reason.
- 10. INDEMNITY.** Lessee agrees to hold Lessor harmless and indemnify Lessor in the event of theft, injury, or other loss or damage arising from usage of Lessor's facilities or equipment. Lessee assumes all liability for any and all damage or loss whatsoever, and/or injury incurred, either directly or indirectly to his invitee, agent or employee as a result of using Lessor's facilities or equipment, and for personal property of lessee, invitee, or employee. Equipment is used at customer's sole risk. Lessor shall not be liable beyond the amount of any rental fees for any injury, loss, or damage suffered by customer, directly, indirectly, or consequentially, as a result of mechanical failure, casualty, unavailability of equipment, or otherwise.
- 11. OUT OF TOWN RENTALS.** Minimum billing for out of town rentals is four days when equipment is shipped. The four day billing covers a full seven day rental period. Equipment is to be returned via a prepaid method. Any shipping charges billed to Lessor will be re-billed with a handling charge. Lessor is not responsible for delays caused by carriers. The Lessee is responsible for all rental charges in the event of a delay by the carrier. All equipment is tested before shipping. In the event of a malfunction, the lessee is still responsible for rental, shipping and/or repair charges. Lessor must be notified of any and all problems immediately. Failure to do so can result in a full rental charge.
- 12. FACILITIES.** Studios are rented on an as is basis. Painting coves or floors is the responsibility of the lessee. Painting may be done by Lessee at N/C subject to availability. Paint spraying is not allowed. Lessor can supply painting labor and materials for an additional cost. Call for prices. Lessor's agent shall have the right to enter the rental area and take possession thereof at any time. Premises shall not be used for unlawful acts. No hazardous substances or materials shall be brought on the premises without written permission from Lessor.
- 13. REMEDIES.** Lessee agrees to reimburse Lessor for all costs and expenses of collection of any amounts owed under this, or any other agreement Lessee has entered into with Lessor, including, but not limited to, reasonable attorney's fees, penalty fees, and continuing rental and late charges at 1.75% per month.