

CINEMA SHOT

RENTAL TERMS AND CONDITIONS

1. Customer (or "You" or "Your") acknowledge(s) that You have examined and tested the items of equipment listed herein and that the same are in good working condition and You accept the same as is, and without any rental reductions or claim therefore. You acknowledge this equipment is leased without warranty or guarantee of any kind express or implied and that Cinema Shot (or "CS") assumes no responsibility, implied in fact or law, for the performance or nonperformance of said equipment. You shall return to CS, at Your expense, for exchange for other equipment, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve You of responsibility in the event of damage, destruction or non-return.

2. **Use.** This equipment, or any part thereof, may not be removed from the greater metropolitan area of the State or Province where the originating CS rental office is located where the parties entered into this contract and shall not be subleased or assigned without CS's prior written and signed consent. Any unpermitted attempt to assign or sublease without CS's written permission shall be null and void. The equipment leased hereunder shall be used only by Your duly qualified employees and/or agents in strict accordance with the laws of its location and with the use contemplated in this Agreement. You shall keep the equipment leased hereby in Your sole custody and shall not permit the leased equipment to be used in violation of any federal, state, municipal or provincial statutes, rules or regulations. You agree to indemnify and hold CS harmless from any and all fines, forfeitures penalties and for the violation of any statute, law ordinance, rule or regulation of any duly constituted public authority.

3. **Return, Repair, Maintenance.** If any items of equipment are returned in a damaged, destroyed, or non-working condition, or if any such items are not returned for any reason (including, but not limited to, destruction, confiscation, theft or act of God), You shall pay to CS the full replacement cost to replace the same items, or closest comparably equipped equivalent, without deduction for depreciation.

If any item is returned in a damaged repairable condition, You shall pay CS the cost of such repairs as determined by CS. In determining whether equipment shall be replaced or repaired, CS's judgment shall be conclusive upon You. If requested, You shall immediately advance the money to CS to pay for the repair or replacement of missing or damaged equipment.

Notwithstanding anything to the contrary in this Agreement and regardless of when You pay CS the full replacement cost without deduction for depreciation of the leased equipment, or the cost to repair the leased equipment, in the event of loss or damage to the leased equipment, You shall be liable to pay rent at the rate provided in this Agreement until all of the equipment has actually been repaired and/or replaced, returned to CS's rental inventory, and CS's invoice to You for loss and damages has been paid in full. You acknowledge that there may be delays in repair or replacement attributable to causes beyond CS's control.

The acceptance of the return of the leased equipment is not a waiver by CS of any claims that it may have against You, nor a waiver of any claims latent or patent damage to the equipment.

4. **Rates and Late Charges.** The payment terms of this Agreement are based upon credit information provided by You at the time of rental. Should there be any change in such information, You agree CS is privileged to revise the terms of payment for this Agreement without further notice.

The first rental day shall be the day of delivery to You. The last rental day shall be the day of return, if such return is after 10:00 a.m. When on a daily rental schedule, the daily rate will be charged for Sundays and Holidays if any part of equipment is used. All orders shipped out of the State or Province where this Agreement is entered into is subject to CS's minimum rental charges.

Rent is due and payable upon receipt of invoice. All invoices not paid within ten calendar (10) days from invoice date shall bear late charges at the rate of one and one half percent (1½%) per month (18% annually) if CS places the account into the hands of an attorney doe collection, You agree to pay reasonable attorneys' fees and court costs which may accrue. Rental rates paid will not be applied to the purchase price of any equipment listed herein.

5. **Title and Ownership.** You specifically acknowledge CS's superior title and ownership of the equipment and shall keep the equipment free of all liens, levies and encumbrances. You acknowledge that You shall be responsible for all taxes transportation charges, duties, broker's fees, bonds, and all costs imposed upon the leasing or use of said equipment. You agree not to remove or cover any tag or nameplate on the equipment showing ownership by CS.

6. **Right of Entry.** CS shall have the right to inspect the equipment at any time anywhere during the rental term. Upon termination of the lease period or upon the breach of any provision hereof, or in the event of any bankruptcy proceeding which involves You, or the levying of any legal process upon any item on equipment herein described, or upon any use of equipment in derogation or violation of CS's superior title and ownership, CS and its agents shall be at liberty at any time thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purposes and without prejudice to CS's right to receive rent due or accrued to and including the date of removal of said equipment plus any and all additional costs, fees, damages and loss of rents which CS incurs sin the process of repossession of equipment.

7. **Indemnity and Liability.** You agree to defend and indemnify CS and to hold CS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the equipment and/or the personnel provide hereunder, including, without limitation, any and all lost and/or postpones production time, Your possession, use, operation, conduct, and the manufacture, selection, delivery, and/or return of said equipment. CS shall not be liable for any loss or damage of any kind, whether caused by negligence, or otherwise resulting from any delay, detention, late-delivery, non-delivery, defect or deficiency in leased equipment or other materials supplies, handles, stored, repaired, transported, received or processes, or the services of any technicians, drivers, or any other personnel or service provided by CS.

8. **Insurance.** You shall, at Your expense at all times from the time of delivery of equipment to You, maintain property damage insurance and liability insurance and liability insurance in amounts and with insurance companies CS approves. You shall protect CS as an additional insured on Your liability insurance and as loss payee on Your property damage insurance and provide for ten (10) days written notice to CS before any policy shall be modified or cancelled. Upon request, You shall deliver evidence of Your insurance coverage satisfactory to CS. The property insurance shall include coverage for property of others and shall provide coverage on a replacement cost basis which shall replace the same items, or closest comparable equipped equivalent without deduction for depreciation and for loss of use (lost rents) of the equipment. Your coverage shall be "All Risk" and be in force worldwide. Your insurance shall remain primary to CS's insurance on a non-contributory basis. Should You fail to procure or pay the cost of maintaining in force the insurance specified above, or to provide CS with satisfactory evidence of the insurance upon request, CS may, but shall not be obligated to, procure the insurance, and You shall reimburse CS within (5) business days after demand for its cost. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by You under this Agreement.

9. **Foreign Use.** All leased equipment that is due to leave the United States or Canada must be registered with the appropriate Customs authority prior to departure. Upon your request, CS will furnish You with a statement including serial number, country of origin, and value or equipment. Adequate bonds, foreign liability insurance and customs frees are to be provided and paid by You. Any delay due to Your failure to properly register leased equipment shall be charged as (a) normal rental day(s) until all equipment is returned to CS.

10. **Shipping Costs.** All air or surface shipments of leased equipment made by CS on Your behalf will be shipped collect for freight charged and insurance. All leased equipment returned to CS by You shall be shipped prepaid. You are responsible for all rental charges, costs, fees, and taxes incurred once the Equipment is delivered to You, Your agent or a Carrier.

11. **Severability.** The provisions of this Agreement shall be severable so that the invalidity, unenforceability or waver of any of the provisions shall not affect the remaining provisions.

12. **Cancellations.** Reservations & orders may be canceled at anytime up to 24 hours prior to delivery or pick up at no charge. Cancellations 24 hours, or less from delivery or pick up are subject to a 50% cancellation fee. Orders canceled after delivery or pick up are subject to a half-day (.66 the day rate) for 1-day rentals and 1-day minimum charge for multi-day rentals

13. This Agreement shall be deemed to be entered into governed by the laws of the State or Province where the originating CS rental office is located. For agreements entered into in California, jurisdiction and venue for all purposed are proper only in state or federal courts in Los Angeles County, California. Should any legal proceedings arise out of this Agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorneys' fees.

14. This Agreement expressed the entire agreement between the parties and any change hereto must be in a writing signed by the parties.

15. If You are a corporation or other legal entity, the person signing this Agreement on behalf of such entity hereby warrants that s/he has full authority of such entity to sign this Agreement and obligate the entity. You and the entity shall be jointly and severally liable for all rentals and all other sums that may be due and owing to CS at any time under the terms of this Agreement.

16. You hereby certify that you have read and fully understand all the provisions herein prior to executing this Agreement.

Business Name (Please Print)

Signature

Date

Please Print your name

Title