

By signing(or having agent sign) the LESSEE agrees to Serious Grippage & Light Co. Terms and Conditions as specified below.

1. (A) The LESSEE shall, at his own cost and expense, protect, keep, and maintain, in his custody, the equipment herein rented, in a good state of condition and repair, and agrees to return the same to LESSOR'S premises upon termination of the rental period in the same condition and good order as when received. Ordinary wear and tear is to be expected.

(B) In the event the equipment is destroyed or damaged by any casualty, or is lost, stolen or missing, the LESSEE shall be liable to the LESSOR for the replacement value or cost thereof as determined by the actual cost to the LESSOR to replace or repair the same, and no allowance will be made for the reason that any part of it was not used by the LESSEE, subject, however to the terms of the Damage/Loss Security Fee set forth below.

(C) In the event of broken or missing globes upon return, LESSEE will pay any and all replacement costs, subject, however to the terms of the Damage/Loss Security Fee set forth below.

2. (A) The LESSEE agrees to assume full responsibility and liability for the safekeeping and return of the equipment herein rented to LESSOR'S premises. Said equipment is used for LESSEE'S sole risk and LESSEE will indemnify and hold LESSOR harmless from any and all liability, claims, costs and expenses arising out of LESSEE'S use of or possession of the equipment.

(B) The LESSEE agrees that this contract is in full force from the time equipment leaves LESSOR'S place of business until its safe return.

(C) LESSEE shall, at his option and in a manner acceptable to LESSOR, show proof of adequate insurance to cover his rental, shall post a bond equal to the value of the rented equipment, or shall abide by the Damage/Loss Security Fee set forth below.

(D) In addition to the foregoing the LESSEE agrees to pay to the LESSOR a sum equal to LESSOR'S costs for subrentals of like equipment during the time that the LESSOR is deprived of the equipment, until the date of restoration, whether or not the equipment is replaced or repaired.

3. (A) It shall be lawful for the LESSOR or his agents at all reasonable times to enter the premises upon which said equipment is kept, for the purpose of viewing the state and condition of said equipment.

(B) The LESSEE shall not remove the equipment from the Continental United States without first having notified LESSOR and obtaining from LESSOR consent in writing for such removal.

4. If the LESSEE shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ of process shall be issued in any action or proceeding against the LESSEE whereby the said equipment may be seized or taken, or distrained or if processing in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his property, or if the LESSEE shall enter into any arrangement or composition with creditors, or in the event that any judgment is obtained against the LESSEE, or if at any time the LESSOR reasonably believes that the prospect of the performance of this agreement is in any way impaired, then and in such event the LESSOR shall have the option of declaring this agreement terminated, and the LESSOR may, without notice or demand, by process of law or otherwise, retake possession of said equipment and, for such purpose, LESSOR, its agents or employees may enter upon any premises where said equipment may be, and may remove the same therefrom, with or without notice of intention to retake the same without being liable to any suit of action or other proceedings by the LESSEE.

5. The LESSEE specifically agrees that the value of the leased equipment in the event of any loss or damage during the rental period is the value as listed in the Manufacturer's current user net price list showing values at the time of the loss, injury or damage.

6. The LESSEE shall not sublease the said equipment or assign this rental agreement to any other person, firm or corporation, and said equipment shall at all times remain under exclusive control supervision and direction of the LESSEE.

7. The LESSEE agrees not to deface, obliterate, remove or cover the tag, label, or name plate on the equipment showing ownership of the LESSOR. The title and ownership shall at all times remain in the LESSOR.

8. The LESSEE does hereby grant to the LESSOR an option to terminate this agreement with twenty-four hours written notice by Certified Mail or personal service. On the occurrence of said event, the LESSEE shall forthwith return to the LESSOR'S premises at the LESSEE'S risk and expense, the equipment in the same condition as when first rented.

9. To secure the payment of all monies due the LESSOR for the rental or damage due hereunder, the LESSEE hereby authorizes, irrevocably, any attorney of any Court of record to appear for the LESSEE in such Court, in term time or vacation, at any time after default, and confess a judgment without process in favor of the LESSOR or its order for such amount as may appear to be unpaid and due hereon, together with all costs and reasonable attorneys fees, and to waive and release all error and waiving the right of appeal.

10. LESSEE is responsible and agrees to reimburse Serious Grippage & Light Co., for any state or local taxes which may be levied upon the equipment or use of equipment appearing on contract.

11. The acceptance of the return of the rented equipment is not a waiver by the LESSOR of any claims that he may have against the LESSEE, nor a waiver of claims for latent or patent damage to the equipment.

12. This contract comprises and contains the entire agreement between the parties including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this contract. Time is of the essence of the contract.

13. This contract and the contents hereof represent the only warranty expressed or implied, between the parties hereto, including any implied warranty of merchantability or fitness for a particular purpose and for any other obligation of liability on the part of the LESSOR.

14. Serious Grippage & Light Co. neither assumes nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment; nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of the user or inability to use the equipment, whether used singularly or in connection with any other equipment.

15. LESSOR assumes no responsibility or liability for any action or inaction of freelance crews or independent contractors hired on behalf of Lessee.

The LESSEE as shown on the contract assumes financial responsibility for the total and current replacement costs to the LESSOR in the event of damage and/or loss of the equipment as specified on this Rental Contract. The LESSEE'S financial responsibility includes obtaining protection against damage and/or loss to the LESSOR'S equipment by subscription to the LESSOR'S Damage/Loss Security Fee or by providing written proof of adequate all-risk insurance coverage to LESSOR prior to pick-up, shipment or delivery of the rental equipment.

This Damage/Loss Security Fee applies only while the rental equipment is in the possession of the LESSEE and only within the Continental United States.

Cost to the LESSEE is 10% of the retail rental charges. The LESSEE'S financial responsibility is limited to a maximum of \$1500.00 for equipment damage and/or loss per occurrence.

Upon payment by LESSEE to LESSOR of the Damage/Loss Security Fee as stated above, the LESSOR will (subject to the exclusions below) assume the responsibility of the damage and/or loss of the equipment for which LESSEE is responsible under this agreement and the applicable law. This Damage/Loss Security Fee excludes the following situations for which LESSEE shall remain fully responsible to the LESSOR.

1. All damage and/or loss to equipment up to \$1500.00 regardless of reason for damage or loss.
2. All damage and/or loss due to unauthorized internal adjustments to electronic equipment.
3. All damage and/or loss due to unauthorized repairs to equipment.
4. All damage and/or loss due to water or rain.
5. All damage and/or loss due to willful or intentional misuse or willful or intentional loss.
6. All damage and/or loss due to theft from any closed vehicle (such as a truck or van) unless vehicle is locked and there are signs of forcible entry.
7. All damage and/or loss due to theft from a visually open vehicle (such as a station wagon or sedan).
8. All damage and/or loss to equipment in the hands of a common carrier.
9. All damage and/or loss due to unexplained loss or disappearance.
10. All damage and/or loss due to warlike action or any government action, such as confiscation or seizure.
11. All damage and/or loss by theft which is unreported by LESSEE to the police. (Theft must be reported to local police within 48 hours.) A copy of the police report is required by LESSOR.
12. All damage and/or loss due to fraudulent or dishonest acts.
13. All damage and/or loss occurring outside the Continental United States.