

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement is made between IMAGECRAFT PRODUCTIONS ("RENTOR") and ("RENTEE") and is effective as of the date of order. Rentor will lease the video production equipment package attached to this agreement to the rentee according to the terms of this agreement.

1. **AUTHORIZATION.** I/We hereby acknowledge receipt of a copy of this contract and hereby represent that I/we have the specific capacity and/or authority to enter into this contract and/or sign this contract on behalf of a corporate or like business entity.
2. **TERMS/RENTAL/PAYMENT.** This is a lease of the equipment and accessories (collectively referred to as "equipment") described on the attached form and not a sale, conditional or otherwise. Rentee acknowledges that it has examined the equipment and it is in good working condition. Rentor guarantees all equipment to be operational when it leaves its premises and Rentor cannot be responsible for Rentees failure to operate the equipment properly. If Rentee fails to return the equipment by the return date specified on the reverse for any reason, Rentee shall be liable for the daily cost of the equipment until returned or, if lost, replaced. A service charge of 1 1/2% per month will be levied on all past due accounts.
3. **AUTHORIZED USE.** Rentee agrees that the equipment shall be used only by duly qualified employees and/or agents of Rentee. The equipment will be used in strict compliance with standard operating procedures prescribed for the equipment and only for the purpose or production contemplated. Except in those circumstances where labor is supplied by Rentor, Rentee shall keep the equipment in its sole custody and control.
4. **CANCELLATION.** Subject to the first day rental or forfeiture of deposit or an amount contractually established for this rental in advance, whichever is greater.
5. **ALTERATIONS.** Rentee shall not make any alterations, additions or improvements to the equipment without the written consent of Rentor.
6. **GENERAL INSURANCE.** Rentee hereby agrees to insure the equipment with an insurance carrier for the full value thereof; and shall name Rentor as an additional insured and loss payee on their liability and equipment policies and shall provide Rentor with a Certificate of Insurance upon demand by Rentor or upon hire of the equipment. The insurance shall cover loss or damage in the Continental U.S. or abroad, in transit or otherwise. Rentee must notify Rentor of Rentee's intention to use equipment outside the continental U.S., and gain their permission to do so. For rentals outside the U.S., Rentee is responsible for prepayment of all customs duties, excise taxes, brokerage charges, shipping fees and taxes and/or other charges that may be imposed by any country. Any additional equipment rentals needed; due to impound or delays in shipping or customs are the responsibility of the Rentee. Rentee hereby acknowledges that daily rental charges shall accrue for time in transit, including time equipment may be in the hands of customs and are the responsibility of Rentee. Should Rentee fail to procure or pay cost of maintaining in force the insurance specified in the terms of his Agreement, or to provide the Rentor upon hire of the equipment with satisfactory evidence of insurance, the Rentor may, but shall not be obligated to, procure the insurance and Rentee shall reimburse the Rentor on demand for its cost. Lapsed or cancellation of the required insurance shall be an immediate and automatic breach of this agreement. Rentee shall also be liable for any loss or damage sustained by Rentor including but not limited to the daily rental value of the equipment from the pick-up date until return, repair, and/or replacement.
7. **LOSS AND DAMAGE.** In addition to the insurance, Rentee shall be responsible for any loss or damage to the equipment from any cause whatsoever occurring after delivery to Rentee and Rentee's acceptance of the equipment and before possession of the equipment is returned to Rentor. In the event of theft, Rentee agrees to immediately report loss to Rentor and file a police report. Rentee shall keep the equipment in its custody and in good condition and repair, ordinary wear and tear excepted. In the event the equipment is lost, stolen, missing, destroyed or not returned for any reason, the Rentee shall be responsible for the cost to replace the same item with the closest comparably equipped model, at current retail priced less any discounts available, without deduction for depreciation. If the equipment is damaged, broken or returned incomplete, the Rentor will make a determination of the extent of the damage and the required repairs. You an/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rentor's judgment shall be conclusive upon Rentee. Should Rentor determine that the equipment must be replaced, Rentee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. Rentee shall be responsible and shall pay Rentor the repair or replacement cost of any equipment damaged, lost, stolen, missing, broken or otherwise. Should any damage or loss cause the equipment not to be rentable, Rentee shall be liable for daily rental costs until equipment has been repaired or replaced.
8. **SURRENDER.** Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all accessories (including, but not limited to, sensors, connectors, cable, terminations, power cords, operation or maintenance manuals, and test charts furnished by Rentor) to Rentor in the same condition as at the delivery to Rentee, ordinary wear and tear excepted, Rentor's acceptance of the return of the equipment is not a waiver by it of any claims it may have against Rentee nor a waiver of claims for latent or patent damage to the equipment.
9. **INDEMNIFICATION.** Rentee agrees to indemnify the Rentor and to hold the Rentor, its employees and agents harmless from and against any and all losses, damages, claims, demands or liability of any kind of nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.
10. **ENTIRE AGREEMENT.** This contract contains the complete and final agreement between Rentor and Rentee, and no other agreement in any way modifying any of said terms and conditions will be binding upon Rentor unless make in writing and signed by Rentor.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
IMAGECRAFT

\_\_\_\_\_  
RENTEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE