

## RENTAL AGREEMENT

THIS ORDER IS SUBJECT TO THE TERMS AND LIMITATIONS OF LIABILITY on GRAY'S GRIP & ELECTRIC CORP., (HEREINAFTER CALLED GG&E CORP.) stated BELOW incorporated as part of and constitute our AGREEMENT:

1. Lessee (CUSTOMER) has made his own selection of equipment, without suggestions or recommendations of GG&E CORP., and customer understands and agrees that none of said equipment is warranted or represented by GG&E CORP. as fit for any particular purpose, or for any purpose whatsoever, and GG&E CORP. makes no representations or warranties of any kind with respect to the performance or operation of any such equipment. CUSTOMER assumes the entire responsibility that the equipment selected by him is the kind he needs for his own intended use and purposes.
2. CUSTOMER acknowledges that he has inspected and tested all the equipment listed herein at the time of rental, and he agrees that he will reinspect and test all such equipment prior to the commencement of each occasion of use hereof, and the CUSTOMER agrees that GG&E CORP. has made no warranties or representations EXPRESSED, IMPLIED, ORAL, WRITTEN OR OTHERWISE, as to condition, performance, operation, fitness for any use, useability, or any other matter. CUSTOMER acknowledges that he has received all equipment in good workable operating condition, mechanical, electrical, and in all other respects.
3. In no event shall GG&E CORP. be responsible for any claims by CUSTOMER for alleged loss of profits, damages, expenses, claimed to have arisen out of CUSTOMER'S use of the said equipment or for any delays or any other reason. It shall be the duty of the CUSTOMER to notify GG&E CORP. immediately of any claim, defect or non-function in any of the equipment herein, and it shall be the duty of the CUSTOMER to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to GG&E CORP. immediately upon the holding of the required test by the CUSTOMER, and provided the said equipment is returned to GG&E CORP. forthwith for inspection by GG&E CORP., and provided there is a defect or non-function as claimed by the CUSTOMER, and provided said defect is determined by GG&E CORP., in its sole judgment, to have occurred after the equipment had left the premises of GG&E CORP. and provided GG&E CORP., in its sole judgment, determines that said defect was not caused by any act of the CUSTOMER, or its employees or agents, then GG&E CORP. shall have the option of substituting other like equipment in exchange for the returned equipment, or of cancelling this Agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by GG&E CORP. shall be abated from the time of acceptance of such return. In the event GG&E CORP. substitutes replacement equipment rental charges thereon shall begin to run as of the delivery by GG&E CORP. of such equipment. The provisions of this paragraph shall be the only recourse of CUSTOMER for claimed defects in any piece of equipment.
4. CUSTOMER shall, at his own expense, during the term of rental keep, and maintain, in his own custody, at the aforesaid address, the specified light and/or lighting equipment in good condition and repair, and shall at the termination of the rental replace such of the light and/or equipment as may be lost, stolen, missing, broken or damaged with others of a like nature and of equal value, or shall pay to GG&E CORP. compensation on account thereof. CUSTOMER agrees to be an insurer of the light and/or equipment for the period that the light and/or equipment is away from the premises of GG&E CORP. against any loss whatsoever, and to assume full responsibility for the light and/or equipment rented, and also agrees to compensate GG&E CORP. to full value should such be lost, stolen, missing, broken or damaged for any cause whatsoever, whether or not due to fault of CUSTOMER. CUSTOMER further agrees to compensate GG&E CORP. in rent for any time lost as a result of replacement or the need of making repairs on such light and/or equipment. CUSTOMER shall, at his own cost and expense, but for the benefit of GG&E CORP., immediately insure the said equipment for the full value against loss or damage by fire, theft, water, or act of God, in a qualified, reputable insurance company, and shall deliver said policy to GG&E CORP. together with the respect for premiums thereunder, if GG&E CORP. by reason of such insurance shall receive any monies, they may be retained and applied by it toward repair or replacement of said light and/or equipment or it may remove the damaged light and/or equipment and substitute a light and/or equipment of like kind and quality which shall be subject to all the provisions herein.
5. CUSTOMER agrees that the leased property herein shall not be taken from the ground in an aeroplane or any machine used for air travel without written consent of GG&E CORP. in advance, nor shall renter remove any equipment from the address aforesaid without notification to GG&E CORP. in writing and consent from it in writing. GG&E CORP. may at all reasonable times enter the premises where said light and/or equipment is kept, to view and state the condition thereof. CUSTOMER shall not underlease, permit others to use or loan said light and/or equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision, and direction of CUSTOMER personally. CUSTOMER agrees not to remove or cover the tag or name plate on the light and/or equipment showing ownership of GG&E CORP.
6. The light and/or equipment herein shall be delivered and returned by CUSTOMER at his own risk, cost, and expense. Rental of all equipment taken out must be paid for the period of time until returned to GG&E CORP. No allowance will be made because any part was not used by CUSTOMER. If CUSTOMER shall default in any of the conditions herein, or in punctually making any of the required payments, or if any execution or other writ or process shall be issued in any action or proceeding against CUSTOMER, whereby said light and/or equipment may be seized or taken or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against CUSTOMER or his property, or if CUSTOMER shall enter into any arrangement or composition with his creditors, or if any judgment is obtained against CUSTOMER by anyone, then in such event, GG&E CORP. shall at its option retake immediate possession of such equipment, and GG&E CORP. may enter upon any premises where such equipment may be located, and may remove it therefrom without notice or expressed permission, free from liability to CUSTOMER who herewith consents in advance to such acts. Upon GG&E CORP. retaking possession as aforesaid, this agreement shall forthwith terminate, without prejudice to liability of CUSTOMER to GG&E CORP. for arrears of rent or for any proceeding, breach, or breaches of this Agreement, or for rental of the balance of the unexpired term herein or for any other reason.
7. CUSTOMER does herewith grant GG&E CORP. an option to terminate this agreement on 24 hours written notice by Registered Mail or personal service, whereupon CUSTOMER shall immediately return to GG&E CORP. at CUSTOMER'S risk, cost and expense, the light and/or equipment in the same condition as when first rented, and GG&E CORP. shall upon receipt thereof, refund the unexpired portion of any rental prepaid by CUSTOMER, less all claims of GG&E CORP., and the foregoing may be with or without cause. CUSTOMER hereby agrees to pay all reasonable attorney's fees and costs incurred by GG&E CORP. in protecting its rights under this Agreement, in any action against CUSTOMER for a breach thereof. Acceptance by GG&E CORP. of the return of the rented light and/or equipment shall not be a waiver by GG&E CORP. of any claims it may have against CUSTOMER under this Agreement or for latent or patent damage to light and/or equipment.
8. Unless otherwise stated, payment is due as billed immediately upon receipt of billing covering rental up to date of bill. Failure to pay any bill in full within 48 hours, or failure to pay any sum within 48 hours after due shall entitle GG&E CORP. to retake possession of all equipment without notice, without demand, by all legal means available.
9. Insurance: CUSTOMER shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicle rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges listed of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and /or replaced not to exceed 90 days). CUSTOMER shall deliver to GG&E CORP. evidence of CUSTOMER'S insurance coverage prior to taking either constructive or actual possession of the Equipment and/or Vehicle(s). CUSTOMER will forward a Certificate of Insurance evidencing CUSTOMER'S liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to GG&E CORP. that complies with coverage requirements as enumerated within this rental agreement.
  - a.) Property Insurance: CUSTOMER'S insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name GG&E CORP. as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicles/physical damage coverage; and shall provide for 10 days written notice to GG&E CORP. before any policy shall be modified or cancelled. In determining whether the Equipment (Not Including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. GG&E CORP. will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).
  - b.) Liability Insurance: CUSTOMER shall name GG&E CORP. as an additional insured on their liability insurance. CUSTOMER'S liability insurance shall meet the following minimum limits. Commercial General Liability \$1,000,000 per occurrence annual aggregate; Automobile Liability (including non-owned and hired automobiles

\$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; aircraft Liability, if filming from any aircraft, \$5,000,000; Water craft Liability; if filming from any water craft, \$5,000,000 (Note rental Vehicle(s) will only be driven by licensed driver(s) employed by customer).

c.) Primary coverage. CUSTOMER'S property, automobile and liability coverage is the primary coverage of Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, customer's insurance carrier shall agree that the rights of GG&E CORP. under customer's insurance policy shall not be affected by any unintentional act, neglect or breach of conditions by CUSTOMER, other than non-payment of the premium. CUSTOMER shall remain primarily liable to GG&E CORP. for full performance under the terms of uninsured losses, lapse or cancellation of CUSTOMER'S insurance, as required by this agreement, shall allow GG&E CORP. to immediately and automatically terminate agreement, at its option.

10. This Agreement contains the entire understanding between the parties hereto including representations, and may not be modified except by instruments, in writing, signed by both parties hereto. No terms, representations or warranties, express or implied, not herein set forth in writing shall bind GG&E CORP.

\_\_\_\_\_ hereinafter called "CUSTOMER," hereby leases the described equipment from Gray's Grip & Electric Corp.

I hereby rent the above described light and/or equipment subject to the conditions set forth above which I have read, and which conditions are made a part of this Agreement.

LESSEE/CUSTOMER: \_\_\_\_\_ DATE: \_\_\_\_\_  
LESSOR/GG&E CORP: \_\_\_\_\_ DATE: \_\_\_\_\_