

Hammer Lighting & Grip Equipment Rental Contract (the "Contract")

Customer/Lessee Information

Business Name of Lessee: _____

DBA (if different): _____

Billing Address: _____

City _____ State: _____ Zip: _____ Phone: _____

Fax: _____ E-Mail: _____

Accounts Payable Representative and Phone Number: _____

Authorized Purchasers: _____

Job Name/Job Number: _____

RENTAL POLICIES

CHARGES & PRICES

1. Vehicles and equipment are rented on a per day basis. Minimum daily rental is \$20.00. Minimum rental period is one day or 24 hours. Daily rental charges accrue for each day, or portion thereof, that vehicle and/or equipment is in the possession of Lessee or Lessee's agents. Travel day rates are available upon request.
2. Saturdays, Sundays, And Holidays are considered rental days when equipment is used and/or possessed by Lessee and will be billed as such.
3. Rental prices do not apply toward purchase
4. Rentals are subject to sales tax. Tax exempt customers must have a current Indiana exemption certificate on file.
5. Equipment may be picked up from Hammer Lighting & Grip, Inc. ("Lessor") premises after 3:00 pm the day before the start of the rental period.
6. Early morning pickup and late night return can be scheduled and are available at no additional charge for items that fit in Lessors after-hours cage. If, however, Lessee needs to pick up equipment that will not fit in the cage at a scheduled time outside of normal business hours (Monday through Friday, 8 a.m. to 5 p.m.), there will be a fee of \$60 charged for every hour outside normal business hours. A minimum 4 hour charge will apply on Saturday and Sunday.
7. Delivery of equipment is available for an additional fee. Deliveries will be unloaded from the truck only. Delivery drivers are not responsible for transporting equipment away from the delivery vehicle. Lessee is responsible for the transport of equipment from the truck into shooting locations and vice versa. If equipment transport is needed, there will be a fee of \$60 per man charged for every hour of time it takes Lessor to deliver or recover its equipment. Deliveries are available from 8 am to 5 pm Monday through Friday. If the driver must leave Lessors warehouse before 8 a.m., or return after 5pm, additional after-hours service charges will apply.
8. Equipment rentals must be returned to Lessors premises before 10:00 am the day following rental or full rental will be charged for that day. If equipment is not returned appropriately, there will be a fee of \$60 per man charged for every hour of time it takes Lessor to recover its equipment.
9. Charges for mileage and expendables are not included in the rental fee. Lessors vehicles come pre-stocked with expendable items that are charged on an as-used basis. Any expendable items used will be billed after the job at the current list price (price list available upon request and is published on Lessors web site). Lessee agrees to pay for all mileage and expendables used.
10. A restocking fee of 15% applies to all expendables ordered but returned or not used.
11. Lamps, if burned out, must be returned for credit. Broken or unreturned lamps will be charged at list price.
12. Prices and specifications in Lessors catalog are subject to change without notice.
13. Equipment may not be taken out of the Continental U.S.A. without prior permission in writing from an authorized official of Lessor. If Lessor permits equipment to be taken out of the Continental United States; Lessee is responsible for registration with the U.S. and Foreign Customs. No rental allowance will be made for time lost due to improper documentation, impounding or delays of equipment by Customs for any reason. Additional Insurance coverage for Foreign Liability and Political Risk and Confiscation are also required.

TERMS & CONDITIONS

1. Payment is due prior to the rental period for customers without a credit account unless otherwise required or agreed by Lessor.
2. Except as provided below, interest of 1.5% percent per month will be charged on past due accounts. Payments on past due accounts will be applied to finance charges first, then to outstanding balance.
3. If Lessor places past due account with an attorney or collection agency, Lessee is liable for and agrees to pay any and all reasonable collection costs, attorney fees and court costs.
4. Credit accounts will be granted only upon approval of credit application. Net amount of invoice is due within thirty (30) days from due date of invoice. Two percent (2%) per month (24% per annum) will be charged on accounts unpaid over thirty (30) days from date of invoice. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with Lessor.
5. Rentals are for agreed dates only. Lessor must authorize extension of rental period. Unauthorized extension will be charged at full daily rate (i.e. weekly, monthly rate will not apply). When rental equipment is not available from Lessor, Lessee agrees to accept comparable equipment obtained by Lessor from other sources. Rental charges for such equipment may be at rates other than published by Lessor and may be charged at full daily rates when notified in writing.
6. Cancellations:
 - A. Equipment: two full working days notice to avoid charge for loss due to cancellation.
 - B. Vehicles: two full working days notice to avoid charge for loss due to cancellation.
 - C. Personnel: one full working days notice to avoid charge for loss due to cancellation.

RESPONSIBILITY

1. It is assumed that each Lessee or end user understands the operating procedures for each piece of equipment ordered. Proper care, operation, application and understanding of equipment are solely the responsibility of the Lessee.
2. Lessee shall, at his own expense, protect, keep and maintain, in Lessee's custody, the equipment and/or vehicle in good state of condition and repair, and shall not use or operate such equipment and/or vehicle other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same to Lessors premises upon termination of the rental period in the same condition and good order as when received.
3. Lessee shall not lease, loan or authorize the use of the equipment described herein to any other persons, firms, or corporations, and the equipment shall at all times remain under the immediate and actual control and direction of the Lessee.
4. Lessor is not responsible for theft of or damage to any equipment not parked or located on its premises. Trucks and or equipment stored at locations other than that of the Lessor are the sole responsibility and risk of the Lessee.
5. Lessee agrees not to remove, cover, deface or alter any tag, serial number or nameplate.
6. In the event of loss or damage to the leased equipment and/or vehicle, Lessee agrees to compensate Lessor at the daily rate per catalog price when the leased vehicle and/or equipment is out of service for repairs or replacement as a result of said equipment and/or vehicle being lost, stolen (including while vehicle is unattended), missing or damaged, other than as a result of reasonable wear and tear.
7. In the event of any loss, the value of leased equipment shall be that listed in the manufacturer's current user price list effective at time of loss plus shipping and taxes when applicable. There shall be no deduction in replacement cost for depreciation, nor shall accrued rental charges be deducted from the replacement cost.
8. Lessee agrees to admit Lessor or agent thereof to enter the premises upon which rental equipment is kept for the purpose of checking the state and condition of Lessors equipment, or for the purpose of repossessing the equipment in the event that the customer is in default of any term of the lease, whatsoever.
9. Lessee shall not remove the leased property from the ground in any airplane or boat or any machine used for air or water travel including but not limited to helicopters, blimps, and hot air balloons without written consent of Lessor.
10. **PERSONAL GUARANTEE:** If the Lessee is a corporation or partnership, then the person signing this contract, whether signing as an officer or partner or not, personally guarantees payment due under the contract. The undersigned unconditionally guarantees to Lessor the full and prompt payment of any and all indebtedness, which may at any

Initial _____

- time be owing to Lessor by corporation or partnership, and the undersigned agrees to pay all said indebtedness. The obligations and liabilities of Lessee and the undersigned guarantor shall be joint and several.
11. In the event of Lessee's failure to comply with any of the obligations, terms and conditions listed above, Lessee agrees to indemnify Lessor and to hold Lessor and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment and/or vehicle(s), 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.
 12. Lessee hereby waives all notice of default and demand for payment.

INSURANCE

1. Equipment
 - A. Lessee agrees to maintain All Risk or Special Form Basis Insurance Coverage including Transit, Unnamed locations, Breakage and Theft from Unattended Vehicles with a dollar amount to meet or exceed the Replacement Cost Value of the equipment being rented from Lessor, Commercial Liability Insurance Coverage to meet or exceed \$1,000,000, Third Party Property Damage Liability Coverage, Workers Compensation and Employers Liability Coverage
 - B. Certificates of insurance must be issued by the insurance company, and made available to Lessor, naming Lessor as Additional Insured and Loss Payee.
 - C. Failure by Lessee to procure said insurance shall not affect Lessee's obligations under the terms and conditions of this lease.
2. Vehicles
 - A. Lessee agrees to provide Hired and Non-Owned Auto Liability insurance coverage for Lessors vehicle(s) in an amount of not less than \$1,000,000, and Hired Auto Physical Damage insurance coverage in an amount not less than the Actual Cash Value of the vehicle(s) being rented and will extend said coverage to Lessor during the term and subject to the terms and conditions of Lessee's rental (See: RESTRICTIONS).
 - B. Lessee is responsible for all damages or claims of any kind.
 - C. This coverage does not apply to the equipment or other contents of the vehicle(s). Lessee also assumes full responsibility for the equipment or other contents (See: INSURANCE – Equipment).
 - D. Certificates of insurance must be issued by the insurance company, and made available to Lessor, naming Lessor as Additional Insured.

RESTRICTIONS

1. Lessor will, at its discretion, designate an employee or agent of Lessee, to be the sole driver/operator of the Lessors vehicle during the term of the lease period. Lessee acknowledges that it will not cause or permit any individual other than the said designated driver/operator to drive or otherwise operate Lessors vehicle at any time during the term of the lease period
2. Lessee acknowledges that said designated driver/operator is under Lessee's exclusive supervision and control at all times, and that Lessee will not cause or permit said driver/operator to operate Lessors vehicle in violation of any federal, state, or local laws or regulations, or operate Lessors vehicle in any way that causes undue risk or hazard beyond the normal usage of a motor vehicle.

MISCELLANEOUS

1. Lessee has inspected or may inspect the equipment and/or the vehicle(s) before the start of a job.
2. Lessor makes no guarantee, warranty, or representation as to the performance, condition or operability of the equipment and/or vehicle(s) or its suitability for the job (Lessee takes the equipment and/or vehicle(s) on an as-is basis).
3. Lessors acceptance of the return of rented equipment and/or vehicle(s) is not a waiver of claims the Lessor may have against Lessee, nor a waiver of claims for latent or patent damage to the equipment and/or vehicle(s).
4. Lost and/or damaged equipment will be reported to Lessee as soon as possible and appropriate charges will be invoiced.
5. The terms and provisions of this Contract shall be governed and construed in accordance with the laws of the State of Indiana. The parties agree that any dispute arising from or under this Contract shall be pursued in courts in Marion County or Hamilton, Indiana.
6. Lessee agrees to pay all attorney's fees and costs incurred by Lessor in protecting its rights under this Contract, enforcing this Contract or in suing the Lessee for breach of this Contract.
7. This Contract contains the entire understanding between the parties. No oral modification, even by an employee of Lessor, can modify this Contract. This Contract can only be modified in writing and signed by both parties. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. It is fully understood that by signing Lessee agrees to all terms and conditions found in the Hammer Lighting & Grip Equipment Rental Contract a copy of which is available upon request by Lessee.

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING THE CONTRACT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND VEHICLE(S) AS LISTED ON YOUR RENTAL CONTRACT AND WILL BE BOUND BY THE POLICIES, TERMS AND CONDITIONS HEREIN.

I have read and agree to all of the terms and conditions and Rental Policies stated in this Rental Contract. Further, by signing below and executing this Contract, I hereby represent and warrant that I am an authorized agent of the Lessee or am otherwise authorized and have the full authority to bind Lessee to this Contract.

Lessee: _____
 Authorized Signature (s): _____
 Printed Name (s): _____
 Title: _____ Date: _____
 Phone Number: _____

The undersigned executes this Contract individually to acknowledge, consent and agree to the Personal Guarantee set forth in Responsibility, Section 7 above.

Signature (s): _____
 Phone Number: _____

Lessor:
Hammer Lighting & Grip, Inc.
 Authorized Signature (s): _____
 Printed Name (s): _____
 Title: _____ Date: _____

Hammer Lighting & Grip

Application for Credit

Individual or Firm Name: _____
DBA (if different): _____
Billing Address: _____
City & State: _____ Zip: _____
Mailing Address (if different): _____
Phone: _____ Fax: _____ E-Mail: _____
Date Business Established: _____ Employer Identification #: _____
 Corporation - State: _____ Date of Incorporation: _____ Partnership Proprietorship Non-Profit
Type of Business: _____ Have you ever filed for bankruptcy?: Yes No

Owners, Partners or Officers – Name, Title & Address for Each

1. _____

2. _____

3. _____

Accounts Payable Representative and Phone Number: _____
Authorized Purchasers: _____
Please Note Any Restrictions: _____
Purchase Order Required: Yes _____ No _____
Amount of Credit Requested: \$ _____
Sales Tax Exempt Status: Taxable Non Taxable IN Resale # _____ (attach Registered Retail Merchant Certificate or Equivalent)

Industry Related Trade References

Reference #1: _____ Name
Contact _____ Account # _____
Address _____
Phone _____ Fax _____

Reference #2: _____ Name
Contact _____ Account # _____
Address _____
Phone _____ Fax _____

Reference #3: _____ Name
Contact _____ Account # _____
Address _____
Phone _____ Fax _____

Initial _____

Bank References

Name of Bank: _____
Branch Address: _____
Contact Person: _____ Phone: _____
Account Number: Checking _____ Savings: _____

Insurance Information

A CERTIFICATE OF INSURANCE covering miscellaneous rented equipment and listing Hammer Lighting and Grip as "Additional Insured" and "Loss Payee" is required from all rental clients.

Insurance Broker: _____
Address: _____
Phone: _____ Contact: _____

I represent that the above information is true, to the best of my knowledge, and is provided for the purpose of inducing Hammer Lighting and Grip to extend credit to the applicant. My company and I authorize Hammer Lighting and Grip to make such credit investigation as it sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Hammer Lighting and Grip any and all information concerning the financial and credit history of my company and myself.