

Rental Agreement - Terms and Conditions Effective January 2010

Prior to shipment or delivery of equipment including, but not limited to sound equipment, video equipment and communication equipment as described on the attachment to this instrument. Lessee (Customer) acknowledges and agrees to the terms and conditions of the Lessor (Best Friend Films, LLC.) as set forth below:

1. Lessee acknowledges that he/she has made their own inspection of all equipment, without suggestions of recommendation by lessor, and as Lessee understands and agrees that Lessor makes no guarantees, warranties, or representations, expressed, implied, oral, written or otherwise, as to the condition, performance, operation, fitness for any use, usability, or any other matter. Lessee assumes the entire responsibility that the equipment selected by Lessee is that which Lessee needs for their own intended uses and purposes. Lessee acknowledges that they have inspected and tested all equipment listed herein at the time of rental and Lessee acknowledges that they have received all equipment in good working condition and accepts the same as is, and without any rental reductions or claims therefore. Lessee agrees that they will re-inspect and pre-test all such equipment prior to the commencement of each occasion of use thereof.
2. Lessee agrees to notify Lessor immediately of any claimed defect or non-function in any of the equipment and Lessee shall constantly check the product produced by them. In no event shall Lessor be responsible for any claims for any alleged loss of profits, damages, delays or expenses claimed to have arisen out of lessee's use of the equipment. Lessee shall return to Lessor, at Lessee's expense, for exchange or for other equipment, any item of equipment listed herein, which Lessee claims, has become non-functional subsequent to delivery. Provided Lessor in their sole judgment determines that said defect or non-function was not caused by any act of the Lessee or its employees or agents, Lessor shall then have the option of substituting other like equipment in exchange of the returned, or of canceling this Agreement and recalling all equipment.
3. Lessee shall, at their own cost and expense, protect, keep and maintain in their own custody, the equipment in good condition and repair and Lessee agrees to return the same to Lessor's premises at their own risk, cost and expense upon the termination of the rental in the same condition as when received. Lessee shall pay rental on equipment from the time that equipment leaves Lessor's premises until such time that such equipment is returned to Lessor's premises. Lessee shall receive no allowance on rental fees for any equipment not used by Lessee.
4. Lessee agrees to be insured of the equipment against any loss or damage whatsoever whether or not due to the fault of Lessee from the time the equipment leaves Lessor's premises until such time as the equipment is returned to Lessor's premises. In the event the equipment is lost, stolen or missing, or is destroyed or damaged by any cause whatsoever, 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. No allowance will be made for Lessee's non-use of any equipment. 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. In addition to repair or replacement cost of equipment. Lessee further agrees to compensate Lessor for all lost rentals as a result of the need for replacement or repair. Such lost rental income shall be calculated at lessor's highest standard weekly rental rate, computed to the date of restoration, whether or not the equipment is replaced or repaired and exclusive of Lessor's ability or inability to rent such equipment.
5. Lessee shall, at Lessee's own cost and expense and for the benefit of Lessor, insure said equipment for full replacement value against all causes of loss and shall deliver proof of such coverage to Lessor in an acceptable form. If Lessor shall by reason of such insurance receive any monies, they may be retained and applied toward the repair or replacement or loss of rental. Any remaining loss not provided by insurance shall remain the full responsibility of Lessee.
6. Public liability coverage shall be in effect in the name of Lessee in a reputable insurance company, which shall name lessor as and additional insured during the term of the rental, and in an amount of not less than \$1,000,000.00 for any occurrence. Evidence of such coverage shall be provided to Lessor.
7. Lessee agrees that leased property herein will not be removed from the United States to any foreign country without first having notified Lessor and obtaining from Lessor its written consent for such use or removal. Lessee shall not sublease this equipment or assign this rental contract and lessee shall not permit others to use or loan said equipment to any other person or firm and the equipment shall at all times remain under the exclusive and immediate control, supervision and direction of Lessee. Lessor may at all reasonable times enter the premises where said equipment is kept to view and determine the condition thereof.
8. Lessee agrees not to remove or cover the tag or nameplate on the camera and/or equipment showing ownership of lessor and the title and ownership of the equipment shall at all times remain in the name of the Lessor.
9. Lessor shall regularly submit invoices to Lessee for rental payments due here under. Unless otherwise stated, payment is due as billed immediately upon receipt of billing covering rental and purchases up to date of bill. Failure to pay any bill in full within forty-eight (48) hours of failure to pay any sum within forty-eight (48) hours after due, shall entitle Lessor to retake possession of all equipment without notice, without demand, by all legal means available. Lessee further agrees that in the event that Lessee must cancel this Rental Agreement for any reason whatsoever, including weather, the following charges shall apply in consideration of Lessor's preparing equipment and holding it available; (i) For daily rentals, the fully daily rental rate will be charged for each day of cancellation, and (ii) When on a weekly schedule, Lessee agrees to pay the rental for the minimum number of weeks as specified and no reduction shall be made for cancellation.
10. If Lessee shall default in any of the conditions herein, or if Lessee fails to punctually make any of the required payments here under, or if any execution or other writ of process shall be issued in any action or proceeding against the Lessee, whereby said equipment may be seized, taken or detained, Orin a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property or if Lessee shall enter into any arrangement or composition with his creditors or if any judgment is obtained against Lessee by anyone, then in such event, Lessor shall at his option retake immediate possession of such equipment and Lessor may enter upon any premises where such equipment may be located and may remove it there from without notice or express permission, free from liability to Lessee who herewith consents in advance to such acts. Upon Lessor's retaking possession of the equipment, Lessee acknowledges that this agreement shall forthwith terminate without waiver by Lessor for Lessee's liability for arrears of rent or for any preceding breach or breached of this Agreement or for rental for the balance of the unexpired term herein or for any other reason.
11. Lessee acknowledges that Lessor's acceptance of the return of the rented equipment or Lessor's retaking of possession of the equipment shall not constitute a waiver by Lessor of any claims it may have against Lessee under this Agreement including claims for any latent or patent damage to the equipment, claims for the arrears of rent, claims for rental of the unexpired term herein or claims for any other reason.
12. Lessee is responsible for replacement cost with deduction for depreciation or betterment.
13. Lessee does herewith grant Lessor an option to terminate this agreement on 24 hours written notice by registered mail or personal service, whereupon Lessee shall immediately return to Lessor at Lessee's risk, cost and expense the equipment in the same condition and good order as when received.
14. Lessee agrees to indemnify and save Lessor, its agents, assigns and employees, harmless from any and all claims, suits, liability, expense, damage, causes of action or judgments, including attorneys' fees resulting from the injury to or death sustained by any person or persons, including, but not limited to, Lessee, any subleases of Lessee, subcontractors and their respective employees, or damage to property of any kind, including, but not limited to, the equipment, which injury, death or damage arises out of or is in any way connected with the use, operation or possession of the equipment by anyone during the term of the rental agreement and until the equipment is returned to Lessor, including, but not limited to, the failure to repair, maintain or operate the equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the equipment and any acts or omissions, willful misconduct or negligent conduct of Lessor, whether active or passive.
15. In the event any of the payments here under become in default, or if Lessee shall fail to perform any other provisions of this Agreement, Lessee acknowledges that this Agreement shall be governed by the laws of the State of Florida and Lessor may file legal proceedings in the Circuit Court, Orange County, Florida, and serve summons and/or pleadings upon Lessee by U.S. Mail at the address shown on the reverse side hereof. Further, Lessee hereby consents to said jurisdiction, submits to said venue and agrees to waive the election of a jury trial. In the event of any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to receive or recover its attorneys' fees.
16. If Lessee is an individual, corporation, or any other business entity, the person signing this Agreement on behalf thereof, hereby warrants that he has full authority to sign this Agreement an obligate said individual, corporation or business entity. Said person signing this Agreement, the individual, corporation and/or business entity, shall be jointly and severally liable for all rentals and other sums that may be at any time due and owing to Lessor under the terms of this Agreement.
17. This agreement contains the entire understanding between the parties hereto including representations and any change thereto must be in writing. Lessee hereby certifies that he has read and fully understands all the provisions of this Agreement prior to executing this Agreement.

Lessor Best Friend Films

Lessee Sign: _____

Print: _____

Company: _____

Date: _____



