

Element Camera, LLC
Rental Agreement Terms & Conditions

- 1. Indemnity.** Lessee/Renter ("You") agree to defend, indemnify, and hold Element Camera, LLC, their officers, employees and agents ("Us") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Equipment rented/leased, including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, from the time you take delivery on our premises, until the Equipment is returned to us during normal business hours and we sign a written receipt for it the Equipment Liability of Lessee.
- 2. Loss or Damage to Equipment.** Once you have taken delivery of the Equipment, You are responsible for all loss, damage or destruction of the Equipment, including but not limited risk/loss to Element Camera's premises, to losses while in transit, while loading and unloading, while at any and all named and unnamed locations, while in storage and while on your premises, except as follows:

 - You shall not be responsible for damage to or loss of the Equipment caused by our sole negligence or willful misconduct;
- 3. Protection of Others.** You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment. Equipment shall be used in strict accordance with all applicable laws, according to the standard operation procedures and only for the purpose of production contemplated.
- 4. No Sublease.** You warrant that you will not sub-rent or sublease any of the Equipment without our prior written consent.
- 5. Equipment in Working Order/No Warranties.** We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement. Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee of any kind, express or implied, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement. We assume no liability for the performance or non-performance of the Equipment, irrespective of the cause. Without limiting the generality of the foregoing, you agree that we shall have no liability for consequential damages including, without limitation, loss of time or the need to reshoot or repair film or video footage.
- 6. Inspection.** At all times during the equipment rental, Element Camera, LLC shall have the right to inspect and/or observe its use of rented equipment.
- 7. Alterations.** Renter shall not make any alterations, additions or improvements to the equipment without the consent of Element Camera, LLC, including but not limited to the removal of serial numbers and/or Element Camera, LLC logos.
- 8. Property Insurance.** You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) loss of use of the Equipment for loss of use. Coverage shall begin from the time you or your or agents pick up or begin prepping the Equipment at our place of business, or take delivery of the Equipment, whichever is applicable, and shall continue until the time the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis shall name us as an additional insured and as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value.
- 9. Insurance Generally.** All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement.
- 10. Cancellation of Insurance.** You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.
- 11. Certificate of Insurance.** Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the coverage specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

12. Compliance With Law and Regulations. You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, you shall at all times (i) display all necessary and proper placards; obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorney's fees.

13. Valuation of Loss. Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair costs of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a police report. Loss of use shall be determined by the actual loss sustained by us. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. Our determination whether the damaged equipment shall be replaced or repaired shall be conclusive.

14. Subrogation. You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment rented/lease.

15. Bailment. This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the property.

16. Condition of Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition, and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own expense, maintain the Equipment in good mechanical condition and running order, allowing for reasonable wear and tear. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed or as may be within the course and scope of employment by you. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us.

17. Pre-Productions Prepping of the Equipment: You will have the opportunity to prep the equipment at our rental facility, on location, or at another place. You are considered to have taken delivery of the equipment once the "prepping" has begun, regardless if this is done on our premises. You are also responsible for any damage you cause to the equipment, premises or persons as a result of your activity.

18. Transportation of Equipment: You are responsible for the transportation of equipment to and/or from any location. You are responsible for all costs (transportation charges, taxes, duties, broken fees, bonds, insurance and any other costs) incurred during transit. Element Camera, LLC will not accept collect shipments from you.

19. Accident Reports. If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

20. Return. Upon the expiration date of this Agreement with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you, allowing for ordinary wear and tear. In the event that equipment has been misplaced, you will be allowed up to 48 hours to locate missing equipment before it will be considered a loss. The time used to attempt to locate the misplaced gear is subject to billing for additional rental days, if applicable.

21. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the rental rate, security deposit, and stipulated loss value of the additional Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

22. Payments Regarding Equipment Loss. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement.

In the event of loss, you shall pay the amount of the deductible or self-insured retention or the applicable portion thereof to us, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. The entirety of the total amount lost, including any portion your insurance may be responsible for, must be paid to Element Camera, LLC within 30 days of the equipment return date regardless of any delays the insurance company may have.

23. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

24. Counterparts and Facsimile Signatures. This agreement may be executed simultaneously or in two or more counterparts each of which shall be deemed an original and all of which shall taken together shall constitute one in the same instrument.

25. This agreement shall remain in effect for the remainder of the calendar year from the date first signed by Lessee.

26. Applicable Law. This Agreement will be deemed to be executed and delivered in the State of California and to venue in Alameda County, California. The laws of the State of California shall govern this Agreement.

27. Collection and Arbitration. Invoices are payable upon receipt of invoice and not later than thirty (30) days unless a different payment method is agreed upon in writing. Payments not paid within such thirty (30) days shall be considered past due and a late charge and finance charges may be assessed. You agree to pay attorneys' fees and collection costs in the event it is deemed necessary by us to pursue collection of past due accounts through a collection agency or by an attorney. This includes efforts to collect on equipment losses. Any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Alameda County, California. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

28. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

29. Standard Pickup/Dropoff Times. All rented gear is to be picked up and/or prepped between 12:00pm and 6:00pm the day prior to the shoot day. If the shoot day is Saturday, Sunday, or Monday, the pickup/prep day is Friday. All rented gear is to be returned between 10:30am and 12:00pm the day after the final shoot day. If the final shoot day is Friday, Saturday, or Sunday, the dropoff day is Monday. Holidays have no effect on pickup/dropoff schedule.

30. LESSEE/RENTER AGREES TO THE ABOVE TERMS AND CONDITIONS AS LISTED IN ITEMS 1 THROUGH 29, and is liable for the equipment from the time delivery is accepted from Element Camera, LLC premises until the time they are returned to Element Camera, LLC and are signed back in.

AUTHORIZED REPRESENTATIVE:

PRINT YOUR NAME:

SIGNATURE:

DATE:

COMPANY NAME:

COMPANY ADDRESS:

DRIVERS LICENSE NUMBER:

PHONE NUMBER: