



These terms and conditions form part of the rental contract (the "Rental Contract") between you and PACIFIC GRIP & LIGHTING, and apply to all the equipment and/or vehicles (the "Equipment") rented by you. By mutual agreement between you and PACIFIC GRIP & LIGHTING exceptions to these terms and conditions may be written into a specific Rental Contract.

Pre-Production – Testing The Equipment: Test the equipment ("equipment" includes all types of rental production equipment and/or vehicles). You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. You are considered to have taken delivery of the equipment and therefore assume all risk of loss from the time that the equipment is set aside from PACIFIC GRIP & LIGHTING's general inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify PACIFIC GRIP & LIGHTING of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify PACIFIC GRIP & LIGHTING of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

Transporting Equipment: Pick Up and Delivery: Deliveries made before 8:00am or after 6:00pm or on weekends may be subject to at least an additional \$25 delivery charge. Deliveries on a holiday will be charged an additional \$100. Free delivery subject to availability to transportation and personnel. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. PACIFIC GRIP & LIGHTING is not responsible for shipping delays once the Equipment is delivered to your carrier. PACIFIC GRIP & LIGHTING will not accept collect shipments from you.

Your Responsibilities With Regard to the Equipment: You assume all risk of loss. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises. Your responsibility ends when the equipment is returned and the rental term has expired. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the Rental Contract has expired. You are responsible for all equipment being stored for you by PACIFIC GRIP & LIGHTING. You are responsible for all equipment (including but not limited to camera(s), props, sets & wardrobe) which is picked up or stored by PACIFIC GRIP & LIGHTING for your ultimate use. PACIFIC GRIP & LIGHTING shall be acting as your agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by PACIFIC GRIP & LIGHTING for your benefit shall remain your responsibility.

Restrictions Upon the Use of the Equipment: Local use only, unless otherwise agreed. Geographic restrictions can be removed from PACIFIC GRIP & LIGHTING by mutual agreement between you and PACIFIC GRIP & LIGHTING. Use by qualified technicians only. The Equipment may be used only by your duty qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. No sublease by you is permitted. You may not sublease all or any part of the Equipment without written consent of PACIFIC GRIP & LIGHTING. Do not remove serial numbers or cover company logos. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos in the Equipment showing ownership by PACIFIC GRIP & LIGHTING.

No Warranty or Guarantee: Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and PACIFIC GRIP & LIGHTING assumes no responsibility unless agreed to in writing.

Equipment Damaged or Destroyed While in the Field: As soon as you discover that equipment in the field is defective, you should notify PACIFIC GRIP & LIGHTING of the problem and if necessary return the Equipment to PACIFIC GRIP & LIGHTING, freight pre-paid, for evaluation. PACIFIC GRIP & LIGHTING will make a reasonable effort to repair or replace the Equipment in the shortest amount of time. Loss and damages. Upon return of damaged equipment, PACIFIC GRIP & LIGHTING will make a determination of the extent of the damage and the required repairs. You and/or your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, PACIFIC GRIP & LIGHTING'S judgment shall be conclusive upon you. Should PACIFIC GRIP & LIGHTING determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at

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Initial _____



current retail prices less any discounts available, without deduction for depreciation. Lost, stolen or destroyed equipment. In the event that after delivery to you, any of the equipment is lost stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you 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. As soon as you realize that equipment is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen equipment to PACIFIC GRIP & LIGHTING and file a report with the local authorities.

Rental Charges and Late Charges: You must return the equipment on the date specified in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. If you return the equipment in damaged or non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-reparable equipment and return the item(s) to PACIFIC GRIP & LIGHTING's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond PACIFIC GRIP & LIGHTING's control. The acceptance of the return of the Equipment by PACIFIC GRIP & LIGHTING is not a waiver by PACIFIC GRIP & LIGHTING of any claims that it may have against you. Rental charges for the damaged or non-working item(s) shall accrue at a full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for the damages has been paid in full to PACIFIC GRIP & LIGHTING. If requested you shall advance the money in order to allow PACIFIC GRIP & LIGHTING to repair or replace the equipment. Weekends and holidays. When on a daily schedule, you will be charged the daily rental rate for weekend days and holidays. Minimum charges. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

Special Order Sales: Upon receipt of a Special Order a 20% deposit will be required to cover the time and handling required to process your special order. If the total order is over \$1000, a 50% deposit will be required to process the order.

Sales Returns: If you are not satisfied with your purchase and the item is in an unused and pristine condition, in most cases, it may be exchanged or returned. If an exchange is not satisfactory, we will issue a credit, less a 20% restocking fee.

Credit Information and Payment Terms: The terms of payment are based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that PACIFIC GRIP & LIGHTING may demand immediate payment without prior notice.

Payment Terms:

1. First time clients with no account and no desire for one. 50% of best estimate of final costs up front and remainder of bill at completion of job. Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt. 100% of invoice due upon pick up. Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt.
2. First time clients who open an account prior to their first rental. 50% of best estimate of final cost up front and remainder of bill not 30 from completion of job. Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt.
3. Return clients who have an open account operating within credit limits. Net 30 days.

Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent. Rental payments do not apply to purchase price. Rental payments may not be applied to the purchase price of any equipment. Cancellation penalties. PACIFIC GRIP & LIGHTING shall be entitled to compensation, not to exceed the lease payments, for any losses PACIFIC GRIP & LIGHTING may sustain because of your cancellation of all or part of an order.



Insurance Requirements: You must insure all equipment. You shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. Coverage must begin from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned. You shall deliver to PACIFIC GRIP & LIGHTING, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to PACIFIC GRIP & LIGHTING, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to PACIFIC GRIP & LIGHTING; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, you shall remain primarily liable to PACIFIC GRIP & LIGHTING for full performance under the terms and conditions of the Rental Contract. PACIFIC GRIP & LIGHTING may enforce its remedies directly against you without resort to your insurance. Property Insurance. Your insurance should be on a worldwide basis; shall name PACIFIC GRIP & LIGHTING as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the rental company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Liability Insurance. You shall name PACIFIC GRIP & LIGHTING as an additional insured on your liability insurance and your liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

- Commercial General Liability: \$1,000,000 per occurrence & annual aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit
- Aircraft Liability, if filming from an aircraft: \$5,000,000.

The rights of the rental company are not affected by your non-performance. Your insurers shall agree that the rights of PACIFIC GRIP & LIGHTING under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums. Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide PACIFIC GRIP & LIGHTING upon request with satisfactory evidence of the insurance, PACIFIC GRIP & LIGHTING may, but shall not be obligated to, procure the insurance and you shall reimburse PACIFIC GRIP & LIGHTING on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement

Title and Ownership: You specifically acknowledge PACIFIC GRIP & LIGHTING'S superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

Right of Entry and Inspection: PACIFIC GRIP & LIGHTING SHALL HAVE THE RIGHT TO INSPECT THE Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of PACIFIC GRIP & LIGHTING access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, PACIFIC GRIP & LIGHTING has the right to remove all of the Equipment without any liability to you, and without prejudice to PACIFIC GRIP & LIGHTING's right to receive rent due or accrued to, including the date of removal of the Equipment.

Indemnifying the Rental House: You agree to indemnify PACIFIC GRIP & LIGHTING and to hold PACIFIC GRIP & LIGHTING 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 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.

Miscellaneous Aspects of the Rental Agreement: This agreement shall be governed by the laws of the state of Washington. The Rental Contract shall be deemed to have been made in the King County, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of Washington. When the customer is a corporation. The person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation. Default and breach of terms. In the event that any of the payments hereunder become in default, or if you fail to perform any other provisions of the rental Contract, then it is hereby stipulated and agreed that PACIFIC GRIP & LIGHTING may file legal proceedings in any



Superior or State Court, located in King County, Washington. In the event that PACIFIC GRIP & LIGHTING is required to file any legal action to enforce any provision of the rental Contract, then you agree to pay all court costs, including reasonable attorney's fees in the event that PACIFIC GRIP & LIGHTING is the prevailing party in such action. Entire agreement. The signed Rental Contract and those Terms & Conditions constitute the entire agreement between you and PACIFIC GRIP & LIGHTING. Any changes must be made in writing and agreed to by both parties.

Foreign Use (Outside the U.S.)/Addendum #1: You must notify a U.S. based Rental Company of your intention to use the Equipment outside the U.S.A. and gain their permission to do so. Terms and conditions apply. All of the preceding terms and condition apply to Equipment which is rented from a U.S.A. based Rental Company and is transported to a location outside the U.S.A. Shipment outside the U.S.A. PACIFIC GRIP & LIGHTING will only allow shipment through and established Customs Broker, contracted by you. Said U.S Customs Broker is to register the equipment with United States customs, using a United States Customs Form 4455, prior to the Equipment leaving the U.S.A. A certified copy of the registration form must be returned to PACIFIC GRIP & LIGHTING OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that you: "shall (1) return the said products described in the Carnet to the USA, or (2) pay such customs duties, excise taxes, and/or changes which may be imposed by any country for it's failure to return said products". A certified copy of the Carnet must be returned to the renter. PACIFIC GRIP & LIGHTING will provide an itemization of all equipment, Listing: brand name; country of origin/manufacture; item; serial numbers; and replacement value. All brokerage charges and shipping charges, fees and taxes are to be borne by you and prepaid prior to shipment. Returning shipments should be consigned to the origination customs broker for clearance and re-re-entry into the U.S. In no cases is the Equipment to be shipped directly back to PACIFIC GRIP & LIGHTING. Returning shipments should contain instructions to the Customs Broker regarding the disposition of the Equipment after clearing the U.S. Customs (i.e. deliver equipment to the Rental Facility, or to your U.S.A. address.). You acknowledge that rental charges accrue for time in transit, including the time Equipment may be in the hands of the designated Customs Broker, or U.S. Customs Service. You acknowledge and agree that the payment of U.S. Import Duty Taxes which may be levied for foreign made goods, is your responsibility, even though you followed the above procedures.

I have read and agree to the statements above,

Signed,

Date

Company Name

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