



Rental Agreement

PRINT AND COMPLETE THIS AGREEMENT AND RETURN.

All information will remain confidential

THIS AGREEMENT is effective beginning on _____, by and between the Client identified below and Asheville Camera, Grip & Lighting Rental (SuttleFilm and Piscean Pictures) (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Client hereby engages Asheville Camera, Grip & Lighting Rental (SuttleFilm and Piscean Pictures) to rent equipment upon the following terms:

Client:

Project:

Name:

Title:

Phone:

Email:

Physical Address:

Package Contents:

See Invoice

Filming Location(City/State):

Rental PICKUP Date:

Rental RETURN Date:

Payment:

Upon Delivery

TERMS AND CONDITIONS

These terms and conditions form part of the rental contract (the "Rental Contract") between you and Asheville Camera, Grip & Lighting Rental(SuttleFilm and Piscean Pictures), the rental company (The "Rental Company"), and apply to all the equipment and/or vehicles and/or facilities (the "Equipment") rented by you.

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 you take possession of the equipment. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company 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.

YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT. YOU ASSUME ALL RISKS 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.

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.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

LOCAL USE ONLY, UNLESS OTHERWISE AGREED. If it becomes necessary to leave the local area (within 60 miles of rental location) you must inform the Rental Company by email to telephone.

USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by your duly 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 WARRANTY OR GUARANTY. Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and the Rental Company 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 the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company 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, the Rental Company will make a determination to the extent of the damage and 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, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company 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 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 the Rental Company 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 10:00 AM on the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00 AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. Failure to promptly return Equipment may result in CRIMINAL PROSECUTION.

IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NONWORKING CONDITION, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company'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 the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against you.

RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at 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 damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company 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 if the Equipment is used.

CREDIT INFORMATION AND PAYMENT TERMS

PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of invoice or payable according to the payment terms provided to you by the Rental Company prior to the delivery of the Equipment. 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.

CREDIT CARD TRANSACTION FEE. All payments made via Credit Card will be charged a fee of 3.40% to cover the cost of the transaction.

RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment.

CANCELLATION PENALTIES. The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order.

INSURANCE REQUIREMENTS

YOU MUST INSURE ALL THE EQUIPMENT. You shall, at your own 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. Upon request, you shall deliver to the Rental Company evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, 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 the Rental Company; 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 the Rental Company for full performance under the terms and conditions of the Rental Contract.

PROPERTY INSURANCE. Your insurance shall name the Rental Company as Loss Payee for loss or damage to 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.

THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON- PERFORMANCE. Your insurers shall agree that the rights of the Rental Company 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 nonpayment of insurance premiums.

TITLE AND OWNERSHIP. You specifically acknowledge the Rental Company'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.

INDEMNIFYING THE RENTAL HOUSE. You agree to indemnify the Rental Company and to hold the Rental Company 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 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 NORTH CAROLINA
The Rental Contract shall be deemed to have been made in the County of Buncombe and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of North Carolina.

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 provision of the Rental Contract, you agree that the Rental Company may file legal proceedings in any Superior or State Court, located in the State of North Carolina, and in the event that the Rental Company is the prevailing party in such action, you agree to pay all court costs, including reasonable.

ENTIRE AGREEMENT. The signed Rental Contract and these Terms and Conditions constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties.

RENTAL FEES:

Total for Rental: \$ _____

See Invoice for Details.

This Rental Contract is understood and agreed to by:

Customer/Lessee:

Signature _____

Printed Name _____

Title _____

Date _____

If other than the renter, signatory represents he or she is an agent for and authorized to sign.