

Hammer Lighting & Grip, Inc.

EQUIPMENT RENTAL TERMS AND CONDITIONS

GENERAL

1. It is assumed that each LESSEE or end user understands the operating procedures for each piece of equipment ordered.
2. LESSEE has inspected or may inspect the equipment and/or vehicles before the start of a job. LESSOR MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION AS TO PERFORMANCE, CONDITION OR OPERABILITY OF THE EQUIPMENT AND/OR VEHICLES OR ITS SUITABILITY FOR THE JOB (LESSEE TAKES THE EQUIPMENT AND/OR VEHICLES ON AN AS-IS BASIS); AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR FOR ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE'S RENTAL, USE AND POSSESSION OF THE EQUIPMENT AND/OR VEHICLES.
3. LESSEE shall, at his own expense, protect, keep and maintain, in his custody, the equipment and/or vehicles in good state of condition and repair, and shall not use or operate such equipment and/or vehicles other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same to LESSOR'S premises upon termination of the rental period in the same condition and good order as when received.
4. LESSOR'S acceptance of the return of rented equipment and/or vehicles 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 vehicles.
5. LESSEE agrees to compensate LESSOR at the daily rate per catalog price when the equipment is out of service for repairs or replacement as a result of said equipment being lost, stolen, missing or damaged, other than as the result of reasonable wear and tear.
6. Accrued rental charges will not be deducted from the replacement cost.
7. 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 will be charged on accounts unpaid over thirty (30) days from date of invoice. Rentals are subject to sales tax. To be tax exempt, customers must have a current Indiana exemption certificate on file.
8. To secure the payment of the rental due hereunder, LESSEE hereby authorizes, irrevocably, any attorney of any Court of Record to appear for LESSEE in such court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the owner or its order, for such amount as may appear to be unpaid and due hereon, together with all costs and reasonable attorney's fees, and to waive and release all error which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue thereof.
9. Prices and specifications in LESSOR'S catalog are subject to change without notice.
10. No terms, representations or warrant, express or implied, not herein set forth in writing shall bind LESSOR.

RENTAL POLICIES

1. Equipment rentals must be returned before 10:00 am the day following rental or full rental will be charged for that day. Equipment may be picked up after 4:00 pm the day before the start of the rental period.
2. Vehicles are rented on a per day basis. Early morning pickup and late night return are available at no additional charge. Daily rental charges accrue for each day, or portion thereof, that vehicle is in the possession of the LESSEE or LESSEE'S agents. Travel day rates are available upon request.
3. Minimum daily rental: \$20.00
4. Lamps, if burned out, must be returned for credit. Broken or unreturned lamps will be charged at list price.
5. **Cancellations**
 - A. **Equipment:** two full working day 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:** full working days notice to avoid charge for loss due to cancellation

INSURANCE

1. **Equipment:** LESSEE agrees to provide adequate All Risk Damage Replacement Cost Insurance Coverage for equipment leased from LESSOR. Certificates of insurance must be issued by the insurance company, and made available to lessor, naming the LESSOR as **Additional Insured**. Failure by LESSEE to procure said insurance shall not affect LESSEE'S obligations under the terms and conditions of this lease.
2. **Vehicles:** LESSEE agrees to provide adequate hired and non-owned auto insurance coverage for LESSOR'S vehicles, and will extend said coverage to LESSOR during the term and subject to the terms and conditions of LESSEE'S rental (See: RESTRICTIONS). LESSEE is responsible for ALL damages or claims of any kind. This coverage does not apply to the equipment or other contents of the vehicle. LESSEE also assumes full responsibility for the equipment or other contents (See: Insurance- Equipment).

RESTRICTIONS

- A. LESSOR will, at its discretion, designate an employee or agent of LESSEE, to be the sole driver/operator of the LESSOR'S 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 LESSOR'S vehicle at any time during the term of the lease period.
- B. 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 LESSOR'S vehicle in violation of any federal, state or local laws or regulations, or operate LESSOR'S vehicle in any way that causes undo risk or hazard beyond the normal usage of a motor vehicle.

IMPORTANT

- A. In the event of LESSEE'S failure to comply with any of the obligations, terms and conditions listed above, LESSEE assumes and agrees to hold LESSOR harmless from and against all costs and expenses incurred by LESSOR arising from claims, actions, and all liability in connection with or arising from LESSOR'S rental of the vehicle or equipment.
- B. LESSEE agrees to compensate LESSOR at the daily rate per catalog price when the vehicle and/or equipment is out of service for repairs or replacement as a result of said equipment or vehicle being lost, stolen, missing or damaged, other than as a result of reasonable wear and tear, in the event of LESSEE'S failure to comply with the obligations, terms and conditions of LESSEE hereunder.

Business Name of Lessee _____

Address of Lessee _____

Telephone Number _____ Fax Number _____

Job Name/Job Number _____

Rental Period: from ___/___/___ to ___/___/___

Signature of Lessee or Lessee's Agent _____

Date Signed ___/___/___

Email Address _____