

JOB/INVOICE #:

RENTAL AGENT:

CHECK OUT/IN BY:



rentals@cinderatlanta.com  
(t) (404) 973-2728 www.CinderAtlanta.com

# EQUIPMENT RENTAL AGREEMENT

### PAYMENT

- CC       CHECK
- PAYPAL     CASH
- PICK UP
- DELIVER

Customer \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Pick Up Date: \_\_\_\_\_

Shoot Date(s): \_\_\_\_\_

Return Date: \_\_\_\_\_

Cinder Lighting & Grip, LLC (The Lessor) hereby agrees to lend firm production equipment to the customer for the above specified dates (The Rental Period). In return, the customer agrees to honor the accompanying invoice(s) according to the payment schedule detailed below. The customer also understands that the lessor reserves the right to make reasonable adjustments to the invoice(s) due to circumstances that may arise during the rental period (e.g. if equipment is damaged or lost during the rental period, a surcharge will be added for repair or replacement of that equipment). Any additional fees and costs will be itemized on a second invoice, to be delivered at the completion of the rental period. Both parties agree to adhere to the below-stated terms and conditions.

**REPRESENTATION & AGREEMENTS** An itemized list of equipment to be included under this rental agreement accompanies this contract. All equipment is provided with an appropriate case or container. Any accessories or pieces also included in such cases or containers as well as the cases or containers themselves are to be considered covered by this agreement. The customer agrees that they have selected the equipment without relying upon any suggestion or recommendation of the lessor and the customer understands and agrees that the lessor assumes no responsibility for the equipment as being fit for any particular purpose. The customer agrees that the lessor shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays and that the customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the equipment necessitated as a result of customer's usage, possession, transportation, or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors.

**PICKUP & RETURN** Unless otherwise stated, the customer assumes all responsibility for picking up and returning the equipment at the rental facility during normal business hours. If the lessor delivers and/or picks up the equipment, the lessor will be responsible for the risk of loss in transit while the equipment is in the custody of the lessor and the customer will be responsible for transportation costs.  
 — It is the responsibility of the customer to inspect and test all equipment at the time of pick up and, to avoid later surcharges, immediately notify the lessor of any items that are defective, missing, or not as described.

**PAYMENT SCHEDULE** Payment in full, in accordance with the provided invoice, is required to be paid prior to pick up of the equipment. A second invoice may be delivered to the customer after the equipment has been returned to the lessor at the end of the rental period, and the lessor has performed an inspection of the equipment. Any damages or losses will be itemized on the second invoice.  
 — All new customers will be required to complete a credit card authorization form. Unless another form of payment is provided, said credit card will be charged the amount represented on the invoice and any subsequent invoices. The lessor agrees to make a reasonable attempt to notify the customer of this action before charging the card.  
 — If for any reason said credit card cannot be charged for the amount represented on the invoice(s), then the customer agrees to deliver payment of the full amount stated on the invoice minus any fees already paid within thirty (30) business days. Acceptable forms of payment for all charges are Credit Card, PayPal transfer, cash or check made payable to the lessor. The lessor cannot provide change for cash transactions.

**NON-FUNCTIONAL/DAMAGED EQUIPMENT** The customer shall immediately notify lessor of any malfunction and/or damage of any Equipment. In the event equipment is not functioning and/or damaged other than as a result of customer's negligence or willful acts, customer shall have the option of accepting other like Equipment in exchange for the non-working equipment or returning all equipment and canceling this agreement should the lessor not be able to provide substitute equipment in a timely fashion. The rental charges for all such non-working Equipment returned to lessor shall be abated from the time of acceptance and return to lessor. Rental charges shall accrue and be owed for any replacement Equipment.

**RISK OF LOSS** The customer assumes all risk of loss whether or not covered by the customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of the lessor, its employees, agents, or contractors. The customer is deemed to have taken constructive possession of the equipment the moment equipment is in customer's custody and control (i.e. customer has picked up the equipment from the lessor and/or the lessor has delivered the equipment to the customer). The customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by the lessor) at all locations named and unnamed, at all studios, while on the customer's premises, and while in the customer's use.

**INSURANCE** The customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all equipment and/or vehicles rented hereunder, from all sources, as herein provided. All equipment shall be insured for the full replacement cost without deduction for depreciation. All vehicles shall be insured at actual cash value. In addition, all equipment and vehicles shall be insured for actual verifiable loss of use of the equipment or vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the equipment or vehicles, as computed for the period of time the equipment or vehicle(s) is being repaired and/or replaced not to exceed 90 days). The customer shall deliver to the lessor evidence of the customer's insurance coverage prior to the customer taking either constructive or actual possession of the equipment and/or vehicle(s). The customer will forward a Certificate of Insurance evidencing the customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to lessor that complies with coverage requirements as enumerated within this rental agreement.  
 — Property Insurance: The customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name the lessor as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to lessor before any policy shall be modified or cancelled. In determining whether the Equipment (not including vehicles) shall be repaired or replaced, the lessor's judgment shall be conclusive. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. The lessor will not accept insurance covering the equipment that contains a theft exclusion from unattended vehicle(s).  
 — Liability Insurance: The customer shall name lessor as an Additional Insured on their liability insurance. The customer's liability insurance shall meet the following minimum limits: Commercial General Liability: \$1,000,000 per Occurrence and Annual Aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 Combined Single Limit and Hired Physical Damage. The customer is responsible for all deductibles on Hired Auto Physical Damage regardless of cause.

**LATE RETURN POLICY** The customer agrees to pay a surcharge of up to the full day rate per day for any equipment which is kept past the return date. The customer acknowledges that any discounts applied during the rental period may not apply to any additional days the equipment is kept. Any such charges will be listed on an invoice that will be delivered to the customer after the equipment has been returned to the lessor at the end of the rental period, and the lessor has performed an inspection of the equipment.

**HOLD HARMLESS** The lessor can not be held responsible for any property damage or personal injury associated with the use of the equipment by the customer or their subcontractors during the rental period and any days the equipment is held outside of the rental period.

**ENTIRE AGREEMENT** This Agreement contains the entire understanding between the parties. This Agreement can only be modified in writing signed by both parties. The parties agree that any dispute arising from or under this Agreement shall be determined in accordance with the law of Georgia.

By signing below, the parties hereby confirm they have read and understood the terms and conditions of this contract and agree to the payment schedule, damage policy, and other regulations stipulated in the contract.

### ADDITIONAL NOTES

### CINDER LIGHTING & GRIP LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

### CUSTOMER

By: \_\_\_\_\_ Date: \_\_\_\_\_