



The Rental Station

A MEDIA DISTRIBUTORS COMPANY

10960 Ventura Boulevard Studio City, CA 91604 **Telephone:** 818-980-9916 **Fax:** 818-980-9265
therentalstation.net

Equipment Rental Contract

Date: _____

Customer Name: _____

Customer Address: _____

Rental Date: _____

Return Date & Time: _____

Equipment Description: _____

Rental Fee: _____

Equipment Deposit: _____

Your Salesperson: _____

THE RENTAL STATION TERMS AND CONDITIONS

This rental contract ("Contract") is entered into on the date set forth above ("Rental Date"), between the customer whose name appears above (Customer"), and The Rental Station. In entering into this Contract, Customer and The Rental Station agree to the following terms:

1. **EQUIPMENT.** Customer agrees that Customer is renting the equipment described above ("Equipment") for a lawful purpose, and that the intended use of the Equipment by Customer will not infringe upon any third party intellectual property rights. Customer further agrees that the Equipment will be returned to The Rental Station after the Rental Date and at or before the return date and time set forth above ("Rental Period"), and in the event that Customer fails to return the Equipment at or prior to expiration of the Rental Period, Customer will be charged a fee equal to 150% of the Rental Fee set forth above, for each period of time equivalent to the Rental Period. Customer further agrees that the Equipment will be returned in the same condition as when it was rented by Customer. Customer agrees that in the event that Customer fails to return the Equipment by the expiration of the Rental Period, or damages the Equipment in any way, then in addition to any other rights it may have, The Rental Station may apply all or part of the Equipment Deposit toward the Equipment's repair and/or the 150% fee set forth above.
2. **RENTAL POLICY.** Rental charges begin on the day equipment is picked up and ends on the day returned. If pick-up is after 4 p.m., charges begin the following day. Equipment that is returned after 10a.m. on return date will be subject to a charge for that day. Full payment for order is required before receipt of equipment.
3. **INSURANCE.** All equipment rentals valued at a total of \$10,000 (ten thousand dollars) or more require that the renter provide a Certificate of Insurance form from an insurance carrier acceptable to The Rental Station. The Certificate of Insurance must cover the value of the equipment and name The Rental Station as "Loss Payee" and "Additional Insured". The Certificate must include \$1,000,000 liability coverage and must cover all liabilities incurred by the use and operation of the equipment and the personnel or facility using the equipment. The Certificate must also indemnify and hold The Rental Station harmless from any and all claims, damages, liabilities, and expenses that may arise.
4. **SECURITY DEPOSIT.** Every rental requires a security deposit; this deposit amount is based on your issued deductible listed on the Insurance Certificate under miscellaneous and/or rented equipment section or a full value replacement cost deposit (cash or credit card only) if equipment replacement cost is under \$10,000. Once the equipment has been returned with no discrepancies or current balance due, the deposit will be refunded. Please allow a minimum of 48 hours. Accepted forms of deposit are as follows: Cash, Credit Card, or Company Check.
5. **RATES.** All rates charged shall be the prices of The Rental Station in force at the time that the Work Order or Rental Agreement is prepared, and are subject to change without notice. Said rates shall be set forth on the Work Order or Rental Agreement in accordance with Client's originally expressed requirements.
6. **CONTINUING GUARANTEE.** The individual signing this Contract represents that they are authorized by the Customer to enter into this agreement, and that, in the event that individual is signing on behalf of a corporation, limited liability company, or Limited partnership, then that individual unconditionally guarantees to pay to The Rental Station, in lawful money of the United States, any and all fees and damages associated with this Contract.
7. **RESERVATIONS & CANCELLATIONS.** We recommend that you reserve equipment at least three business days in advance. Cancellations made 12 hours in advance will not be subject to a cancellation fee. A cancellation fee equal to 50% of the full rental order price will be charged if notice of cancellation is not given at least 12 hours in advance.
8. **SHIPMENTS.** If the equipment is shipped, no Customer signature will be on the reverse side of this document. The Customer enters into this contractual arrangement by virtue of the Customer's verbal and/or written request for said shipment. The Customer assumes possession of the equipment and all risk and expense for any shipment once the equipment has been consigned to a carrier, or carrier's agent. If not specified by the Customer, The Rental Station will determine which carrier to use. The Rental Station is not liable in any way for the loss, damage, delay, or costs arising from the shipment.
9. **INSPECTION/WARRANTY/LIMITATION OF LIABILITY.** It is the policy of The Rental Station to carefully check all rentals and services provided by The Rental Station before delivery. On all rentals, the client shall inspect and verify completeness of the order and accept full responsibility for correct application of the equipment, facilities or materials provided by The Rental Station. The Rental Station neither assumes nor accepts any liability of any kind arising out of rentals, equipment, facilities, materials or any other service provided by The Rental Station, including equipment failure, and client accepts all equipment in an "as is" condition following inspection and verification by client.
10. **DELIVERY AND RETURN:** For purposes of this Agreement, Customer shall be deemed to have taken delivery of the Property from the time the Property is set aside from The Rental Station's general inventory for Customers use. Customer shall be deemed to have returned the Property only at such time as Customer shall have returned the Property to The Rental Station's shipping department during The Rental Station's regular business hours and after The Rental Station

shall have accepted the same. Acceptance by The Rental Station shall mean that The Rental Station shall have unpacked the Property from its shipping container, examined it for damages and individually bar code scanned the Property into The Rental Station's computerized system as returned. The acceptance of the returned Property is not a waiver by The Rental Station of any claims The Rental Station may have against Customer, nor a waiver of claims for latent or after discovered damage to the Property.

- 11. **LOSS, DAMAGE OR THEFT.** The Customer is responsible for any loss, damage, or theft that might occur to the equipment while it is in his possession. The Customer is responsible for the full replacement cost for any equipment lost, stolen, or damaged beyond repair. Replacement cost is current price for new equipment. In the event that an item is no longer available as new, the nearest model of similar equipment will be used to determine the replacement cost. The judgment of The Rental Station is conclusive upon the Customer in determination of replacement cost. The Customer is also responsible for any damage that might occur to The Rental Station's equipment, prior to the Customer's possession, if such damage is done by the Customer, or Customer's agent during the examination of the equipment. The Customer is responsible for having in force sufficient insurance with an insurance company satisfactory to The Rental Station to cover the current replacement of the equipment. Any equipment declared for the Customer to be lost or stolen will be charged for the full rental rate until the date on which The Rental Station is notified. The rental charges are not applicable towards charges for lost, stolen, or damaged equipment.
- 12. **ENTIRE AGREEMENT, NO ORAL MODIFICATION.** Customer and The Rental Station agree that this Contract constitutes the entire agreement between the parties, and that any oral representations by either party prior to execution of this Contract are of no force or effect whatsoever. Customer and The Rental Station further agree that this Contract may be modified or amended only in writing, signed by the party affected thereby.
- 13. **INDEMNIFICATION AND HOLD HARMLESS.** Customer agrees that, in the event that The Rental Station is sued by any third party in connection with, or relating to, this Contract, then Customer shall indemnify The Rental Station, and hold the Rental Station harmless against any and all fees and costs, and damages of any kind, associated therewith, and that in the event a legal action is filed, Customer will reimburse The Rental Station for any and all legal fees incurred by The Rental Station in connection therewith.
- 14. **JURISDICTION AND VENUE.** Customer and The Rental Station agree that California law shall apply to any and all disputes in connection herewith, and that the venue for any lawsuit filed in connection herewith shall be the Superior Court of the State of California, Los Angeles Central District.

Signature

Company

Position