

# Equipment Rental Agreement

1. This is a lease of the equipment described on the rental form and not a sale conditional or otherwise. The term of this lease is specified on the rental form. The term of this lease, unless otherwise specified, is from day to day. If the Rentee fails to return the equipment by the date as indicated on the rental form and at the specified location, the Rentee shall be liable for the daily rental cost of the equipment until it is returned and accepted in good order by Video Evolution, LLC. Delays by third parties, including shippers do not mitigate any additional fees. At no time will rental or any additional fees accrue towards the purchase of any rented equipment.
2. The Rentee shall not make any alterations, additions or improvements to the equipment. The Rentee shall not remove, alter or deface any identification labels or barcodes on any and all equipment.
3. The Rentee agrees to pay rent and/or any other associated fees according to the terms established in advance by Video Evolution, LLC. All charges made to credit and or charge cards shall be final. The Rentee and/or card holder waive all rights to dispute charges with the credit or Charge Card Company and agree to resolve disputes as if the charges were made as cash payments. All charges made to either credit or charge cards will be subject to a four percent processing fee.
4. The Rentee shall be liable to Video Evolution, LLC for any fees with regard to the cancellation of all or part of an order, repairs due to the Rentee's negligent use of the equipment or down time associated with such repairs.
5. At all reasonable times Video Evolution, LLC shall have the right to inspect the equipment and observe its use.
6. The Rentee shall comply with the laws, ordinances and regulations in any way relating to the use, operation and maintenance of the equipment.
7. The Rentee agrees that the equipment shall be used only by duly qualified employees and/or agents of the Rentee. The equipment will be used in strict compliance with standard operating procedures prescribed for the equipment. The Rentee shall keep any and all equipment in its sole custody and control.
8. The Rentee shall acknowledge Video Evolution, LLC's title and ownership as superior. The Rentee shall not sell, loan, assign, pledge, encumber, part with possession or suffer any lien to be created over equipment belonging to Video Evolution, LLC.
9. The Rentee acknowledges that Video Evolution, LLC makes no warranty, express or implied, regarding the equipment, including though not limited to its merchantability or fitness for any purpose.
10. The Rentee shall pay Video Evolution, LLC all costs and expenses, including attorney's fees, incurred by Video Evolution, LLC in exercising any rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
11. The Rentee shall secure and maintain at his own expense insurance for the full replacement value of the equipment without deduction for betterment or depreciation and shall name Video Evolution, LLC as an "additional insured and loss payee". The Rentee shall provide Video Evolution, LLC with a "Certificate of Insurance" prior to and concurrent with the rental of the equipment. The insurance must be "all-risk coverage" covering loss or damage on a worldwide basis, in transit or otherwise. The Rentee shall also be liable for any loss or damage sustained by Video Evolution, LLC including but not limited to the daily rental fees of the equipment from the delivery date until return, replacement or repair regardless of the Rentee's insurance coverage, limits or deductibles. The Rentee shall also maintain at his own expense "Comprehensive General Liability" insurance at \$1,000,000 coverage per occurrence and annual aggregate, naming Video Evolution, LLC as an "additional insured". All insurance policies shall provide for ten days written notice to Video Evolution, LLC of cancellation or modification thereof. Lapse or cancellation of the required insurance coverage shall constitute an immediate and automatic default of this agreement.
12. The Rentee shall indemnify Video Evolution, LLC and any of its agents harmless from and against any and all losses, damages, claims, demands or liability of any kind or nature, including legal expenses arising from the use, transportation or operation of the equipment. Should a breach of the terms and conditions occur Video Evolution, LLC maintains the right to terminate the rental and seek return of the equipment without any liability to the Rentee and without prejudice to the rights of Video Evolution, LLC to receive any fees due.

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For Cine Evolution, LLC

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Date

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Individual Name (Rentor, representing) Company Name (if any)

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Date

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Address (Rentor/Company)

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Phone

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email