

## RENTaCAMERA.com - Rental, Purchase, & Service Agreement

**THESE TERMS AND CONDITIONS ARE THE RENTAL, PURCHASE, AND SERVICE AGREEMENT** (the "Agreement") or ("Lease") are made and effective by clicking on the "submit order" or "check out" button, signature on invoice, or by acceptance of Equipment at local pickup between you ("Customer") or ("Lessee") and The Video Company, LLC ("TVC"), dba RENTaCAMERA.com, ("Lessor"), and shall apply to all video and photography equipment and/or vehicles ("Equipment") rented by Customer from TVC / RENTaCAMERA.com, recording media and/or equipment purchased by Customer from TVC/RENTaCAMERA.com, and/or services provided to Customer by TVC / RENTaCAMERA.com. Lessee agrees to be bound by these Terms and Conditions, whether or not Lessee has read them.

**1. LEASE** - Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment ("Equipment") as shown in the "Contents" area during online checkout or on invoice for local pickup.

**2. TERM** - The term of this Lease shall commence on the day of local pickup from TVC / RENTaCAMERA.com or on the first attempt by the parcel carrier to deliver the item, and expire on the last day of the rental. The equipment must be returned locally or return shipped to TVC during business hours on the last day of the rental.

**3. DELIVERY OF EQUIPMENT** - Customer is considered to have taken delivery from the time Equipment is set aside from TVC's inventory for local pickup or after shipment and therefore Customer assumes all risk of loss from that time. Customer is responsible for transportation of all Equipment. Equipment may be picked up during business hours or after business hours upon arrangement with TVC / RENTaCAMERA.com. Lessee is responsible for shipping the Equipment to Lessee's premises and back to Lessor. Lessor cannot guarantee when an order will arrive. Any shipping transit time or arrival time is offered only as an estimate. Customer is responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. TVC / RENTaCAMERA.com is not responsible for shipping delays once Equipment is delivered to Customer's carrier. Use of shipping or delivery methods other than those arranged by or approved by the Lessor constitutes a violation of these terms and may result in the application of penalties or late fees. Lessee is responsible for delivering Equipment for return shipment to shipping carrier authorized by Lessor. Lessee agrees to have package scanned by a shipping carrier employee and agrees to obtain a receipt for this transaction.

**4. CANCELLATION** - Cancellations of rental orders by lessee must be made at least 24 hours before rental period begins by phone, on the TVC / RENTaCAMERA.com website, or by email. Failure to cancel may result in penalty fees limited to the entire cost of said rental order. Lessor reserves the right to cancel any order for any reason at any time.

**5. RISKS OF LOSS** - Upon taking delivery of Equipment, Customer is responsible for all risks of loss including, but not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Customer's premises and while in use or storage on TVC's / RENTaCAMERA.com premises. Customer's responsibility ends when Equipment is returned and the rental term has expired. Equipment is deemed to be returned only when an inventory of Equipment has been performed by TVC / RENTaCAMERA.com acting in its capacity as an agent for Customer. Customer is responsible for the risk of loss on all Equipment, including property of third parties, being stored for its benefit by TVC / RENTaCAMERA.com . Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the equipment and/or videotapes resulting from any cause whatsoever and by whomsoever. Rent at the daily rate for the equipment will continue to be assessed until the equipment has been repaired, replaced and returned to The Video Company, LLC. No loss, theft, damage or destruction of equipment and/or videotapes shall relieve Lessee of the obligation to pay rent or any obligations of the Agreement. This limitation of liability shall include any and all videotapes lost, damaged or destroyed while in transit, stored or used for any purpose while in Lessor's possession. In the event that any equipment is lost, stolen or destroyed, the lessee shall be responsible for the cost to replace the same item or closest comparably equipped model at current prices less any discounts available, without deduction for depreciation.

**6. EQUIPMENT** - Equipment is fully inspected upon return and before shipment or pickup. For local rental pickups, Customer must test and examine Equipment either at TVC's / RENTaCAMERA.com facility or on location to determine that Equipment is in good working order. Customer is responsible for any damage caused to Equipment during testing. Unless Customer notifies TVC / RENTaCAMERA.com of a defect or problem with Equipment supplied, Customer agrees that Equipment is in good working order and that Equipment is acceptable when delivered.

**7. RESTRICTIONS** - Except as provided in Paragraph 9, Equipment may only be used in the United States of America. Equipment may only be used by Customer's duly qualified employees and/or agents and in strict accordance with the use set forth in the Agreement. Customer shall keep Equipment in its sole custody and shall not permit Equipment to be used in violation of any laws. Customer may not sublease all or any part of Equipment without written consent of TVC / RENTaCAMERA.com . Customer shall not remove or cover any serial numbers, tags, nameplates or identifying logos on Equipment which indicates ownership by TVC / RENTaCAMERA.com .

**8. USE** - Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment.

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**9. FOREIGN USE (OUTSIDE THE U.S.A)** - Customer must have the express written consent of TVC / RENTaCAMERA.com to use Equipment outside the U.S.A. All of the preceding terms and conditions apply to Equipment which is rented from TVC / RENTaCAMERA.com and is transported to a location outside the U.S.A. TVC / RENTaCAMERA.com will only allow shipment through an established Customs Broker, contracted by Customer. The U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to Equipment leaving the U.S.A. A certified copy of the registration form must be returned to TVC / RENTaCAMERA.com OR Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that Customer "shall (1) return the products described in the Carnet to the USA, or (2) pay all customs duties, excise taxes, and/or charge which may be imposed by any country for its failure to return said products." A certified copy of the Carnet must be returned to Customer. TVC / RENTaCAMERA.com will provide an itemization of all Equipment including brand name; country of origin/manufacture, item, serial numbers, and replacement value. All brokerage charges and shipping charges, fees and taxes are to be prepaid by Customer before shipment. Returning shipments should be consigned to the originating customs broker for clearance and re-entry into the U.S. In no case shall Equipment be shipped directly back to TVC / RENTaCAMERA.com. Returning shipments should contain instructions to the Customs Broker regarding the disposition of Equipment after clearing U.S. Customs (i.e. deliver Equipment to TVC, or to Customer's U.S.A. address). Customer acknowledges that rental charges accrue for time in transit, including the time equipment may be in the hands of the designated Customs Broker, or U.S. Customs Service. Customer acknowledges and agrees that the payment of U.S. Import Duty Taxes which may be levied for foreign made goods shall be Customer's responsibility.

**10. NO WARRANTY OR GUARANTY** - Except as provided by law, Equipment is rented without warranty or guaranty of any kind, express or implied.

**11. LOST, DAMAGED OR DESTROYED EQUIPMENT** - Customer must notify TVC / RENTaCAMERA.com immediately if any Equipment is lost, damaged or destroyed and, if necessary, return Equipment to TVC / RENTaCAMERA.com for evaluation. Upon return of the damaged Equipment, TVC / RENTaCAMERA.com will make a determination of the extent of the damage and the required repairs. Customer and/or Customer's representative(s), will have a reasonable amount of time to inspect the damage. TVC / RENTaCAMERA.com shall determine, in its sole discretion, whether Equipment shall be repaired or replaced, and that determination shall be binding on Customer. Should TVC / RENTaCAMERA.com determine that Equipment must be replaced, Customer will be responsible for the cost to replace item with the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. In the event of damage of any kind to the Equipment, Customer agrees to allow TVC / RENTaCAMERA.com to charge Customer's credit card for the full cost of repair of said damaged Equipment. In all instances Customer shall immediately report any missing, lost or stolen equipment to TVC / RENTaCAMERA.com and file a report with policies. Equipment is deemed to be "lost" or "unreturned" when Lessee has failed to ship rented Equipment to Lessor within seven (7) days of expiration of Term. In the event of default, or a lost or unreturned item, Lessor reserves the right to pursue civil and criminal remedies against Lessee, including, but not limited to, taking immediate possession of the Equipment; obtaining, by Lessee's credit card or otherwise, from Lessee the cost of the full retail price of a comparable substitute of Equipment and late fees assessed prior to deeming the Lessee in default or the Equipment lost or unreturned; notifying a collections agency, which immediately results in additional attorneys' and collection fees being charged to Lessor; filing of criminal charges; employing "skip tracer," private investigator, or repossession agency to collect the Equipment or goods sufficient to repay the value of the Equipment; and/or pursue any and all legal remedies against Lessee. Lessee will also forfeit all rights enumerated in the Privacy Policy of Lessor. These remedies are not exclusive. In the event of litigation to recover any such damages, Lessee is held responsible for all legal fees and costs incurred by Lessor.

**12. DAMAGE WAIVER** - TVC / RENTaCAMERA.com offers Customer the option to purchase a damage waiver for unintentional damage to the Equipment during the Rental Period. This damage waiver limits Lessee's liability to damages incurred during the rental term. For damages covered under the damage waiver, Customer's maximum liability for damages is the lesser of 10% of the replacement cost of the equipment or the total cost of the repair. The Damage Waiver does not cover lost or stolen items nor does it cover water, sand, or intentional damage as that is considered to fall under the category of Lessee negligence. Also, any accessory items in Lessee's rental are not covered: including lens hoods, front and rear caps, cables, battery chargers, etc. If Lessee loses or damages these items, Lessee will need to pay for them to be replaced even if Lessee purchases the damage waiver.

**13. RENTAL CHARGES AND LATE CHARGES** - Customer must return Equipment on the date and time specified in the Agreement or be subject to additional charges. A full additional day's rental will be charged for any Equipment not returned by 12:00 PM of due date and full daily rates shall be charged for each additional day Equipment is not returned. If Equipment is returned in damaged or non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair the damage or replace irreparably damaged equipment and return the item(s) to TVC's/ RENTaCAMERA.com general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) form(s) a part of other equipment. There may be delays in repair or replacement attributable to causes beyond TVC's / RENTaCAMERA.com control. Acceptance of Equipment by TVC / RENTaCAMERA.com shall not be deemed to constitute a waiver of any claims that TVC may have against Customer. 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 Agreement, until the

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item(s) is repaired and/or replaced and the invoice for damages has been paid in full to TVC / RENTaCAMERA.com . If requested, Customer shall advance the money in order to allow TVC / RENTaCAMERA.com to repair or replace the equipment. When on a daily schedule, Customer will be charged the daily rental rate for weekend days and holidays. ANY PAYMENT RECEIVED MORE THAN THIRTY(30) DAYS AFTER THE INVOICE DATE WILL BE ASSESSED A TWO AND ONE-QUARTER PERCENT (2.25%) PER MONTH LATE CHARGE. LATE CHARGE WILL BE DUE AND PAYABLE AS AN INVOICED AMOUNT.

**14. CREDIT INFORMATION AND PAYMENT TERMS** - Rent: For all customers not approved for terms or credit by Lessor, Lessee must pay in advance, in full, rent and a deposit, if applicable. At the lessor's option, any security deposit made hereunder may be applied by lessor to cure any default of lessee. If all the conditions herein are fully complied with, an amount equal to the security deposit shall be refunded, without interest, to the Lessee within thirty (30) days after the return of the equipment to the Lessor. Credit Application: Terms of payment are based upon credit information supplied by Customer at the time of rental. If there is any change in this credit information, Customer agrees that TVC / RENTaCAMERA.com may demand immediate payment without prior notice. Terms: If Customer is approved for credit, Customer shall be notified of the payment terms granted by TVC/ RENTaCAMERA.com if these terms differ from Net 30 days. Any amount that is unpaid after the date specified in the terms granted by TVC/ RENTaCAMERA.com , may be assessed late fees at the maximum rate permitted by law, and Customer agrees to pay these fees on demand. Credit Card Guarantee: TVC / RENTaCAMERA.com may at any time ask for a credit card to guarantee monies owed to TVC/ RENTaCAMERA.com and Customer agrees to allow TVC / RENTaCAMERA.com to charge this credit card at any time for any monies due TVC including any late charges or damages. Non-Payment: If TVC / RENTaCAMERA.com places the account in the hands of an attorney or other agency for collection, Customer agrees to pay collection costs, court costs, legal fees, and attorneys' fees (including, but not limited to hourly fees and contingency fees). Rental payments may not be applied to the purchase price of any equipment. Customer Non-Performance: TVC / RENTaCAMERA.com shall be entitled to compensation, not to exceed the lease payments, for any losses TVC / RENTaCAMERA.com may sustain because of cancellation of all or part of an order. In addition, cancellation charges may be applied in consideration of TVC's / RENTaCAMERA.com preparing, holding in reserve or sub-renting equipment, facilities or vehicles from other agencies on Customer's behalf.

**15. INSURANCE** - Customer must, at all times during the Rental Period, 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 Equipment. Customer shall deliver to TVC / RENTaCAMERA.com , upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to TVC / RENTaCAMERA.com , showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of Equipment. All insurance shall be written by reputable insurers acceptable to TVC / RENTaCAMERA.com , Customer's insurers shall agree to be the primary insurers of Equipment during the rental period. Notwithstanding this paragraph, Customer shall remain primarily liable to TVC/ RENTaCAMERA.com for full performance under the terms and conditions of the Agreement. Customer's insurance shall be on a worldwide basis, shall name TVC / RENTaCAMERA.com as Loss Payee for loss or damage to the property rented, shall cover "All Risks" of loss or damage for equipment. Vehicle physical damage coverage shall include "Comprehensive" and "Collision" coverage; and all policies shall provide for 10 days written notice to TVC/ RENTaCAMERA.com before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Customer shall name TVC / RENTaCAMERA.com as an additional insured on Customer's liability insurance and Customer's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability, \$1,000,000 per occurrence & annual aggregate; Automobile Liability, \$1,000,000 combined single limit; Aircraft Liability, if filming or recording from an aircraft, \$5,000,000. Customer's insurers shall agree that the rights of TVC / RENTaCAMERA.com under the insurance coverage as described in the preceding paragraphs shall not be affected by any act of neglect or breach of condition by Customer, other than non-payments of insurance premiums. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified in the Agreement or to provide TVC/ RENTaCAMERA.com , upon request, satisfactory evidence of the insurance, TVC may, but shall not be obligated to, procure the insurance and Customer shall reimburse TVC / RENTaCAMERA.com on demand for its costs. Lapse or cancellation of the required insurance shall constitute an immediate default of the Agreement.

**16. TITLE AND OWNERSHIP** - The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor. Customer specifically acknowledges TVC's / RENTaCAMERA.com superior title to and ownership of Equipment and must keep Equipment free of all liens, levies and encumbrances. Customer may not assign or pledge Equipment. TVC / RENTaCAMERA.com shall have the right to inspect Equipment at any time during the rental term. Customer shall make any and all arrangements necessary to permit a qualified employee of TVC / RENTaCAMERA.com access to the location of Equipment. If a breach of any of the provisions of the Agreement occurs, TVC has the right to remove all of Equipment and without prejudice to TVC's / RENTaCAMERA.com right to receive rent due or accrued up to and including the date of removal.

**17. INDEMNIFICATION** - Customer agrees to indemnify TVC / RENTaCAMERA.com and to hold TVC / RENTaCAMERA.com 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, by any

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person during the rental term. This Paragraph 17 shall continue in full force and effect during and after the term of the rental for claims arising during the rental term.

**18. RECORDING MEDIA PURCHASES** - Customer agrees to indemnify TVC / RENTaCAMERA.com and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever arising from the use recording media sold or rented out by TVC / RENTaCAMERA.com, including any damage to equipment owned by Customer or any third parties. TVC / RENTaCAMERA.com makes no warranty as to the quality of any form of recording media. In the event that any form of recording media sold or rented by TVC / RENTaCAMERA.com becomes defective, TVC / RENTaCAMERA.com shall only be liable for an equal value replacement of the recording media based on availability.

**19. CREW / INDEPENDENT CONTRACTORS** - TVC / RENTaCAMERA.com is not responsible for the performance of any crew scheduled on your behalf, recommended to you, and/or invoiced to you by TVC. TVC / RENTaCAMERA.com recommends, schedules, and/or invoices crew strictly as a convenience for Customer. All crew serve as independent contractors and are solely responsible for the performance of their duties.

**20. ATTORNEYS' FEES** - If TVC / RENTaCAMERA.com brings any action of law or equity necessary to enforce the terms of this Agreement, TVC / RENTaCAMERA.com shall be entitled to attorneys' fees and costs, including discretionary costs, in addition to any other relief to which that party may be entitled.

**21. MISCELLANEOUS** - This Agreement shall be governed by the laws of the state of Tennessee. All claims shall be heard in the State Courts of Tennessee in the County of Davidson or in the federal courts of the Middle District of Tennessee. This Agreement, whether electronically accepted, signed, or acknowledged by pickup, constitutes the entire agreement between the parties, and any changes must be made in writing and agreed to by both parties. If any provision of the Agreement shall be declared invalid, that provision shall not affect the validity of the remaining provisions. No waiver of any provision of the Agreement or of any default shall affect the waiving party's rights to enforce any provision or to exercise any right or remedy in the event of any other default, whether or not similar.