



EQUIPMENT RENTAL CONTRACT TERMS AND CONDITIONS

3607 W. Pacific Avenue, Burbank, California 91505 • Office 818-563-2020 • Fax 818-480-4396 • accounting@hdoptics.com

("Rentor"), and the Customer described below here of ("Rentee"), and is effective as of the date of signing.

1. AUTHORIZATION. I/we hereby acknowledge receipt of a copy of this contract and hereby represent that we have the specific capacity and/or authority to enter into this contract.
2a. TERMS/RENTAL/PAYMENT. This is a lease of the equipment, accessories and/or services (collectively referred to as "equipment") described on the attached schedule, and not a sale, conditional or otherwise. Rentee acknowledges that it has examined the equipment and it is in good working condition. Rentor guarantees all equipment to be operational when it leaves its premises and Rentor cannot be responsible for Rentee's failure to operate the equipment property.
2b. CREDIT/CHARGE CARD CHARGES. All charges made to credit and/or charge cards shall be final. Rentee and/or credit/charge cardholder waive all rights to dispute charges with credit/charge Card Company and agree to resolve disputes as if the charges were made as cash payments.
3. AUTHORIZED USE. Rentee agrees that the equipment shall be used only by duty qualified employees and/or agents of the Rentee.
4. INSPECTION. Rentor shall have the right to inspect the equipment or observe its use at all reasonable times.
5. ALTERATIONS/LABELS. Rentee shall not make any alterations, additions or improvements to the equipment without written consent of the Rentor.
6. COMPLIANCE WITH LAWS. Rentee shall comply with the laws, ordinances and regulations in any way relating to the use, operation and maintenance of the equipment.
7a. GENERAL INSURANCE. Rentee hereby agrees to insure the equipment with an insurance carrier for the full value thereof, and shall name Rentor as an additional insured and loss payee and shall provide Rentor with a Certificate of Insurance prior to and concurrent with hire of the equipment.
7b. LIABILITY INSURANCE. Rentee shall name Southpaw Productions, Inc. DBA HD Optics & Camera, as an additional insured on Rentee's liability insurance and the liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit.
8. RISK OF LOSS. In addition to the insurance, Rentee shall be responsible for any loss or damage to the equipment from any cause whatsoever occurring after delivery to Rentee and before possession of the equipment is returned to Rentor.
9. SURRENDER. Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all accessories to Rentor in same condition as at the delivery to Rentee, ordinary wear and tear accepted.
10. DISCLAIMER OF WARRANTY. Rentor makes no warranty, express or implied, regarding the equipment, including without limitation any warranty of merchantability or fitness for a particular purpose.
11. DOWNTIME. Rentor shall be entitled to one hundred percent (100%) of the billed daily time on the job without any deduction for such "Down Time" from the total charges payable by Rentee.

12. ASSIGNMENT/LIENS. This Agreement and/or the equipment may not be assigned, transferred, pledged, hypothecated, sublet or lent by Rentee to anyone without prior written consent of Rentor.
13. CANCELLATION. Subject to payment of the first day rental or forfeiture of deposit or an amount contractually established for this rental in advance, whichever is greater.
14. FRAME RATES & TIME CODE. Rentee shall specify protocols and recording practices. Rentor shall have no responsibility for frame rates or time code protocols.
15. DEFAULT. In the event Rentee shall fail to make any of the rental payments when due, or fails to perform any other covenant or condition hereof to be performed by Rentee or any of the events described in the following paragraph occur, Rentor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process.
16. BANKRUPTCY. Neither this Rental Agreement nor the equipment is assignable or transferable by operation of law.
17. RENTOR'S EXPENSES. Rentee shall pay Rentor all costs and expenses, including attorney's fees, incurred by the Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
18. FOREIGN USE. Rentee shall notify and obtain permission of Rentor, in advance, if their intent is to use the equipment outside of the United States.
19. TRANSPORT AND SHIPMENT: In the event the Property rented by Lessee is transported or shipped, whether from Lessor to Lessee, or to any third party or location, or upon its return to Lessor, or at anytime between "delivery" and "return" of the Property, the risk of loss during that transport and shipment shall be solely Lessee's.
20. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
21. PARTIES BOUND. This Rental Agreement shall be binding and inure to benefit of the heirs, executors, administrators and assignees of the parties hereto.
22. CONCLUSION. This contract contains the complete and final agreement between Rentor and Rentee, and no other agreement in any way modifying any of said terms and conditions will be binding upon Rentor unless made in writing and signed by Rentor.

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HD Optics & Camera is a DBA of Southpaw Productions Inc.

Read and Accepted by (RENTEE) \_\_\_\_\_

Print Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_