

## INTRODUCTION

This rental agreement (“Agreement”) is entered into by BC Live Productions LLC (“Company”) and the signing customer (“Customer”). The intention of the Agreement is to establish a short term rental of equipment (“Equipment”) between Company and Customer. Equipment covered by the Agreement shall be listed in a rental delivery receipt (“Delivery Receipt”) supplied by Company. The Delivery Receipt will be prepared and supplied at the time of delivery to, or on behalf of, Customer. Equipment shall be rented for a specific rental term (“Term”). A rental invoice (“Invoice”) will be generated in accordance with the Term, and the applicable rate for Equipment (“Rental Rate”). Any extension of the Term must be agreed to in writing by the Company, and the rate of extension shall be at the same Rental Rate as defined in the initial Invoice, unless otherwise agreed to in writing by the Company. Upon extension of the Term, a new Invoice will be generated for that extension. This Agreement, as well as the Delivery Receipt, all related Invoices and any changes to the terms and conditions as defined by the Company from time to time, shall form the complete Agreement between the parties.

## DELIVERY OF EQUIPMENT

The Equipment is determined to have been delivered to, and placed under the care of the Customer (“Delivered”) when, (i) in the case of the Customer picking up from Company’s place of business, the Equipment leaves Company’s place of business in the possession of the Customer or any of its representatives, agents, or assignees; or (ii) in the case of the Customer organizing their own shipping, when the Equipment leaves Company’s place of business in the possession of any third party with written authorization by the Customer; or (iii) in the case of Company organizing shipping or delivery, when the Equipment arrives at the delivery destination requested by the Customer. Customer shall inspect the Equipment immediately upon receipt. Unless Customer gives notice to Company specifying any defect in or other objection to the Equipment, Customer agrees that it shall be conclusively presumed that Customer has fully inspected the Equipment, that Customer is satisfied with and has accepted and acknowledged that the Equipment is in good condition and repair other than with respect to latent defects. The Customer is required to give notice immediately of any issues with the quantity or quality of the Equipment received. If the Equipment is being shipped, notice of any such issues are required immediately when the Equipment is delivered to the destination listed on the Delivery Receipt. Customer assumes all cost, risk and responsibility for the transportation of the Equipment when organizing it’s own shipping. In the case of Company organizing the shipping, Customer agrees to provide detailed written instruction about the intended destination of the Equipment and have an authorized representative available to sign for the Equipment upon its arrival.

## TRANSPORT OF EQUIPMENT:

Equipment is considered to be Delivered when the Customer signs the Delivery Receipt, or as soon as the Equipment leaves the premises in the possession of the Customer or any of its agents or assignees. Transportation method and cost is the responsibility of the Customer unless otherwise agreed in writing. Customer has the right to specify carrier and method, and bears all risk and cost of transport unless otherwise agreed in writing. In the case of Company handling delivery, written detailed instructions are required stating specifics of delivery. Where no instruction is given, Customer is deemed to have authorized any of Company’s employees or agents to deliver the Equipment in whatever fashion seems appropriate to them at the time, including delivery to a third party location or storage / shipping facility. Customer bears full responsibility for any loss / damage occurring as a result of such delivery.

## RETURN OF EQUIPMENT:

The Equipment is determined to have been returned (“Returned”) to Company when it is back at Company’s place of business, and has been signed off as having been inspected and approved by an authorized representative of the Company. Equipment will be inspected in a timely manner at the earliest convenience of Company. The Customer is responsible for the complete and proper care and use of the

Equipment until it is Returned. Customer agrees to be liable for the agreed Term as defined in the Invoice until the Equipment has been Returned. An authorized representative of Company will determine Equipment as being Returned once it has been inspected and found to either be in the same working and aesthetic condition as when it was Delivered, or Company has received the full agreed value of the Equipment by the Customer or Customer's insurer. All Returns organized through a shipping company shall require an adult signature at the return address and shall not be left unattended. Any deliveries left unattended are the responsibility of the Customer.

## RATES AND CHARGES:

The Rental Rate for Equipment can be found on the Invoice. Payment terms are also detailed on the Invoice. Overdue payments attract interest at 2.5% per month from the Invoice date. Published rates are set to change without notice, and do not include charges for shipping or delivery. Any discounts may be revoked at any time.

## RENTAL DAYS:

The Term is determined by counting each day ("Rental Day") since, and inclusive of, the day the Equipment is Delivered. Each Rental Day incurs the cost of the Rental Rate as defined in the Invoice. A Rental Day applies equally to full days and part days, and accrues from the moment the Equipment is Delivered, until it is Returned, regardless of whether the Equipment was used or not. Any Equipment that is Delivered to the Customer after 2PM does not incur the cost of a Rental Day. Any Equipment that is Returned before 10am does not incur the cost of a Rental Day.

## CANCELLATION:

Once the Agreement has been entered into, notwithstanding loss or damage, it extends until the Equipment is Returned, or a change in the Term is agreed to in writing by Company. Company reserves the right to cancel any rental due to misuse, or any breach of any terms of the Agreement. Company shall have sole discretion in determining in good faith whether a breach of the Agreement has occurred.

## LIMITED WARRANTY:

Company warrants that Equipment is operational as per Manufacturer specifications prior to it being Delivered to the Customer. Any malfunction or problem with the Equipment must be communicated immediately in writing to Company. Company is not responsible for any malfunctions or issues reported after completion of the rental. No servicing or attempt to service may be undertaken by the Customer without prior written consent of the Company, and such action will void this limited warranty. No warranty is provided for Customer's inability to operate the Equipment in a normal fashion. No warranty is provided that the Equipment is suitable for the Customer's intended usage. The Limited Warranty does not apply to any issue resulting from the use outside the Manufacturer's intended and best practices usage for the Equipment. Company and any of its agents or assignees shall not be liable for any damages arising out of Customer's breach of this Limited Warranty. The extent of Company's liability is limited to replacement or repair of any defective Equipment or a refund of rent for that specific Equipment for the time it was not operational.

## CLEANING FEE:

Equipment returned in an excessively messy or unorganized condition is subject to a cleaning / organization fee at the reasonable discretion of Company.

## INSURANCE / DAMAGE / LOSS OR THEFT:

The Customer accepts the Equipment has been inspected and is in good working order when it is Delivered to the Customer. The Customer accepts liability for maintaining the Equipment in good working order and agrees to pay any and all reasonable costs relating to repair or replacement of Equipment, if there is any change in the condition of the Equipment between when it is Delivered to the Customer and when it is

Returned to Company. This applies to any situation whatsoever including but not limited to, loss, theft or any natural disaster. The Customer's responsibility and liability extends until the Equipment is Returned to Company and paperwork indicating such status is delivered to the Customer. The Customer agrees that in the event of damage or loss, during such reasonable time as the Equipment requires to be repaired or replaced, the Equipment continues to attract the Rental Rate for the amount of Rental Days until it is Returned. The Customer agrees to maintain an insurance policy listing Company as Additionally Insured and Loss Payee, comprehensive enough to cover the complete duration of the rental and additional coverage in the event of loss or damage to cover the charges described herein. Such insurance must also cover the Equipment in transit, whether transported by the Customer or any third party carrier.

## INDEMNIFICATION

Customer agrees to indemnify, defend and hold Lessor harmless from and against any and all third-party claims, actions, suits, proceedings, actual reasonable out-of-pocket costs, expenses, verifiable and substantiated damages and liabilities, including reasonable outside attorney fees directly arising out of, connected with, or resulting from Customer's use of the Equipment; provided however, that Customer shall have no such obligation for damages caused by the "gross" negligence, or the intentional or wanton misconduct of Company.

## EQUIPMENT USAGE:

The Customer is solely responsible for maintaining the Equipment in its custody at all times. Any operation of the Equipment shall be in accordance with the manufacturer's best practices and instructions. Equipment must not be subjected to hazardous or abnormal conditions, including, but not limited to: use of the Equipment in a manner not following manufacturer's instructions and best practices, misuse (ie. using the Equipment in a manner for which it was not designed), negligence (failing to provide adequate security for the prevention of theft or carelessness in maintaining the Equipment). Customer must not attempt to make any modifications or improvements to the Equipment without the express written consent of Company. No defacing, removing or altering of any identifying marks including barcodes, serial numbers or Company logos is permitted. Any use of Equipment must be in accordance with Federal, State and local law.

## INDEMNIFICATION:

The Customer agrees to indemnify and hold harmless Company from and against any and all losses and/or claims, including attorneys' fees, arising out of Customer's possession, use, and/or operation of the Equipment during any time the Equipment is under the care of the Customer.

## EQUIPMENT TITLE:

The Customer acknowledges that this Agreement is a short-term agreement, and warrants that the Equipment remains free from any liens, levies or encumbrances. This agreement is between the Customer and Company, the rights of which are not transferable by the Customer. Company reserves the right to transfer its rights without the consent of the Customer, and the Customer waives any right to assert a claim against Company as a defense against any such assignee.

## INSPECTION:

Customer authorizes and acknowledges that Company has the right to inspect the Equipment during business hours throughout the rental term by providing written notice of at least 24 hours to Customer. Company has the right to remove any and all Equipment without prejudice to Company's right to collect rent due or accrued up to and including the date of removal of the Equipment.

## GOVERNING LAW:

This Agreement falls under the jurisdiction of the State of California and shall be governed by and construed in accordance with such laws. Parties to this Agreement will submit to the Courts of the State of California,

# RENTAL AGREEMENT

County of Los Angeles for all purposes related to this Agreement. In any dispute arising between the parties of this Agreement, the prevailing party shall be entitled to collect attorney's fees and litigation costs with relation to such dispute.

**OTHER:**

This agreement shall be binding on the successors and assignees of the parties, in accordance with the assignment guidelines set forth in this document. Any benefits generated from this Agreement shall be assigned in the same way. If any part of this Agreement shall be found to be unenforceable, that part will be severed from the Agreement and the remainder deemed fully enforceable. Any change to the Customer's information provided here such as change of phone numbers, addresses etc. that take place before the Customer has completed its obligations under this Agreement must be communicated to Company. Any change to Customer's business office location will not affect the consideration of any notices being sent to a previous address unless such change is acknowledged in writing by Company. No modification of this Agreement shall be valid without written agreement by Company. All notices required or permitted to be sent under this Agreement shall be considered sent when either delivered to the business office of the Customer or its authorized representative, or three (3) days after delivery to USPS with postage prepaid to the address listed on the most recent Invoice.

**ACKNOWLEDGEMENT:**

By signing this Agreement and accepting delivery of Equipment from Company, the Customer agrees to abide by all Terms and Conditions as set forth by Company from time to time. The Customer represents that to the best of its knowledge, all information provided here is true and correct at the time of signing and for the duration required to complete its obligations set forth here. The person signing this document warrants that they are an authorized representative of the Customer, and have the authority to execute and bind this Agreement, including all the terms defined within it, to the Customer.

**CUSTOMER NAME:****DATE:****AUTHORIZED PERSON:****PRINT:****COMPANY REP (if different):**

All Customers are required to maintain valid insurance for the duration of the Rental Term, and provide a current Certificate of Insurance listing BC Live Productions as 'Additionally Insured' and 'Loss Payee'. Insurance is to cover General Liability (\$2M total coverage and \$1M per instance) and Misc. Equipment Rental coverage sufficient to cover the replacement cost of the Equipment being rented plus any downtime costs due to loss and damage of Equipment as per the Rental Agreement.

BC Live Productions  
7742 Clybourn Ave Suite B  
Sun Valley CA 91352

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Company (if Any):** \_\_\_\_\_

I, \_\_\_\_\_, authorize the use of my credit card listed below for items or services provided by BC Live Productions.

**Credit Card Type:**

Visa

Master Card

AMEX

**Name as it Appears on Card:** \_\_\_\_\_

**Credit Card #:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Security Code:** \_\_\_\_\_

**Quote Reference#:** \_\_\_\_\_

**Total Amount Authorized:** \_\_\_\_\_

**Customer PO# (if used):** \_\_\_\_\_

**Billing Address on Card (including zip code):** \_\_\_\_\_

**Signature:** \_\_\_\_\_