

CINEMA SUPPORT LA  
RENTAL AGREEMENT



TERMS AND CONDITIONS

NAME OF COMPANY ENTERING INTO AGREEMENT	NAME OF COMPANY REPRESENTATIVE
STREET ADDRESS	PHONE NUMBER(s)
CITY / STATE / ZIP	EMAIL

**OVERVIEW**

The following 15 provisions detail the rental agreement between whoever is renting, be it a company or individual (“the client”) and the provider of the rented items (“CINEMA SUPPORT LA”). This legally binding agreement is to be kept on file and used for all future rentals between the client and CINEMA SUPPORT LA.

**EXAMINATION AND TEST**

1. The client acknowledges that he has examined and tested the items of equipment being rented and that the same are in good working condition and accepts the same as is, and without any rental reductions or claims therefor. The client acknowledges that this equipment is leased without warranty or guarantee of any kind express or implied and that CINEMA SUPPORT LA assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Client shall return to CINEMA SUPPORT LA, at client’s expense for exchange for other equipment, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve client of responsibility in the event of damage, destruction or non-return.

**DELIVERY**

2. The client is considered to have taken delivery of the equipment and therefore assumes all risks of loss from the time that the equipment is set aside from CINEMA SUPPORT LA’s general rental inventory for clients use. Client is responsible for any damage caused to the equipment, property or persons during testing. Once the client has taken delivery of the equipment, clients responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on the clients own premises and while in use, or storage at CINEMA SUPPORT LA. Client is responsible for all equipment, which is picked up or stored by CINEMA SUPPORT LA for client’s ultimate use. CINEMA SUPPORT LA

shall be acting as client's agent in storing any such property, which belongs to third parties. All risk of physical loss to property, which is transported or stored by CINEMA SUPPORT LA client's benefit shall remain the client's responsibility.

#### **USE OF EQUIPMENT**

3. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of client and in strict accordance with the laws of its location and with the use contemplated in this agreement. The client shall keep the equipment leased hereby in client's sole care, custody and control, and shall not permit the leased equipment to be used in violation of any federal, state or municipal statutes, rules or regulations, and indemnifies and holds CINEMA SUPPORT LA harmless of any and all fines, forfeitures, penalties and for the violation of any statute, law or ordinance, rule or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without prior written consent of CINEMA SUPPORT LA.

#### **RETURN, REPAIR, OR MAINTENANCE**

4. If any item of equipment is returned in a damaged or destroyed condition or if any such items is not returned for any reason (including but not limited to, destruction, confiscation, theft or act of God), Client specifically agrees to pay CINEMA SUPPORT LA the cost to replace the same item or the closest comparably equipped model, at current retail price less any discounts available, without deduction for depreciation. If any item is returned in a repairable, damaged condition, client shall pay to CINEMA SUPPORT LA the cost of such repairs as determined by CINEMA SUPPORT LA. In determining whether equipment shall be replaced or repaired, CINEMA SUPPORT LA's judgment shall be conclusive upon client. Notwithstanding anything to the contrary in this agreement and regardless when client pays CINEMA SUPPORT LA the monetary value of the leased equipment or the cost of repairing the leased equipment in the event of loss or damage to the leased equipment, the client shall be liable to pay rent at the rate provided in the most current edition of the rental catalogue at the full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the rental contract, until the equipment has actually been repaired or replaced and returned to CINEMA SUPPORT LA's rental inventory and client acknowledges that there may be delays in repair or replacement attributable to causes beyond CINEMA SUPPORT LA's control. All repairs are to be carried out by the manufacturer or service establishment as approved by CINEMA SUPPORT LA. The acceptance of the return of the leased equipment is not a waiver by CINEMA SUPPORT LA of any claims that it may have against client, nor a waiver of claims for latent or patent damage to the equipment.

#### **RATES AND LATE CHARGES**

5. The Terms of payment are based upon credit information at the time of rental. Should there be any change in such information, client agrees that CINEMA SUPPORT LA is privileged to revise the terms of payment without further notice. The first rental day shall be the day of delivery to client. The last rental day shall be the day of return if such return is after 10:00 AM. When on daily schedule, daily rate will be charged for Sundays and holidays if equipment is used. Rent is payable upon receipt of invoice. All invoices not paid within 15 days may bear late charges at the rate of 1.5% per month (18% annually). If CINEMA SUPPORT LA places the account in the hands of an attorney or collection agency for collection, client agrees to pay reasonable attorney's fees and court costs, which may accrue. Rental rates will not be applied to the purchase price of any equipment listed herein. In case of

cancellation, CINEMA SUPPORT LA shall be entitled to compensation, not to exceed the lease payments, for any losses that CINEMA SUPPORT LA may sustain because of the cancellation of all or part of an order. Charges may apply in consideration of CINEMA SUPPORT LA preparing, holding in reserve or sub-renting equipment on your behalf. By keeping CINEMA SUPPORT LA informed of your shooting schedule you can either minimize or avoid cancellation fees.

#### **TITLE AND OWNERSHIP**

6. Client specifically acknowledges CINEMA SUPPORT LA's superior title and ownership of the equipment and shall keep the equipment free of all liens, levies and encumbrances. Client acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bonds and all costs imposed upon the leasing or use of said equipment. Client agrees not to remove or cover the tag over nameplate on the equipment showing ownership by CINEMA SUPPORT LA.

#### **RIGHT OF ENTRY**

7. Upon termination of the lease period or upon the breach of any provision hereof, or in the event of a proceeding in the bankruptcy with regard to client, or the levying of any legal process upon any item of equipment herein described, or upon equipment in derogation or violation of CINEMA SUPPORT LA's superior title and ownership, CINEMA SUPPORT LA and its agents shall be at liberty at any time thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purpose and without prejudice to CINEMA SUPPORT LA's right to receive rent due or accrued to, and including date of removal of said equipment.

#### **INDEMNITY AND LIABILITY**

8. Client agrees to indemnify CINEMA SUPPORT LA and to hold CINEMA SUPPORT LA harmless from any and all claims, actions, suits, proceedings, costs, expenses, damage and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment of the personnel provided hereunder, including without limitation and manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment. CINEMA SUPPORT LA shall not be liable for any loss or damage of any kind, whether caused by negligence, or otherwise resulting from any delay, detention, late delivery, non-delivery, defect or deficiency in leased equipment or other materials supplied, handled, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any personnel or service provided by CINEMA SUPPORT LA.

#### **INSURANCE**

9. Client must insure all of the equipment. Client shall, at its expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full current replacement cost without deduction for depreciation, and for loss of use (rents) of equipment. Coverage must begin from the time client and/or its agents accept delivery of the equipment and must continue until the equipment is returned to CINEMA SUPPORT LA. Client shall deliver to CINEMA SUPPORT LA, upon request, evidence of the insurance coverage, typically a certificate of insurance satisfactory to CINEMA SUPPORT LA, showing liability coverage, and property insurance prior to taking possession of the equipment. Such insurance shall be written by reputable insurers acceptable to CINEMA SUPPORT LA; clients'

insurers shall agree to be the primary insurers of such equipment during the rental period. Notwithstanding this paragraph, client shall remain primarily liable to CINEMA SUPPORT LA for full performance under the terms and conditions of the rental contract. CINEMA SUPPORT LA may enforce its remedies directly against you without resort to your insurance. Clients insurance shall be on a worldwide basis, it shall name CINEMA SUPPORT LA as loss payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment. All policies shall provide for 10 days written notice to CINEMA SUPPORT LA before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source. Client shall name CINEMA SUPPORT LA as an additional insured on clients' liability insurance and client's liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit. Insurance must cover theft from an unlocked vehicle.

Clients' insurers shall agree that CINEMA SUPPORT LA's rights under the insurance coverage as described in the preceding paragraphs shall not be affected by any act(s) or neglect or breach of condition by client, other than non-payments of the insurance premiums. Should the clients fail to procure or pay the cost of maintaining in force the insurance specific in the rental contract or to provide CINEMA SUPPORT LA upon request with satisfactory evidence of the insurance, CINEMA SUPPORT LA may, but shall not be obligated to, procure the insurance and client shall reimburse CINEMA SUPPORT LA on demand for it's cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

#### **FOREIGN USE**

10. All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. CINEMA SUPPORT LA will provide client with a manifest giving serial number, country of origin, and value of equipment at clients' request. Adequate bonds and customs fees are to be provided by and paid for by client. Any delay due to clients' failure to register leased equipment shall be charged as a normal day until equipment is returned to CINEMA SUPPORT LA.

#### **SHIPPING COSTS**

11. All air or surface shipments of leased equipment made on behalf of client by company will be shipped collect for freight charges and insurance. All leased equipment returned to CINEMA SUPPORT LA by client must be shipped pre-paid.

#### **VENUE**

12. This agreement shall be governed by the laws of the state of California and should any legal proceedings arise out of this agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorney's fees.

#### **AUTHORITY**

13. If client is a corporation, the person signing this agreement on behalf of such corporation hereby warrants that he has full authority of such corporation to sign this agreement and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to CINEMA SUPPORT LA under the terms of this agreement.

**ENTIRE AGREEMENT**

14. This agreement expresses the entire agreement between the parties and change thereto must be in writing.

**READ AND UNDERSTAND**

15. By signing below, the client hereby certifies that he has read and fully understands all the provisions of this agreement prior to executing this agreement.

**PRINT:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_