

RENTAL TERMS AND CONDITIONS

The terms and conditions set forth below together with the terms on the reverse side of this instrument constitute the rental contract (the "Rental Contract") between the lessee (the "Customer") and Cinema-Vision, Inc. ("CINEMA-VISION") located at 424 West 33rd Street, Suite 370 New York, NY 10001 (the "Premises"), and apply to all the equipment, stages or production suites rented by the Customer including but not limited to camera(s), generator(s), dolly(s), production vehicle(s), lighting and grip equipment (collectively referred to as the "Equipment") whether rented for the Customer's use on location or on CINEMA-VISION's Premises.

1. **Pre-Production/Testing of Equipment.** The Customer acknowledges that he has inspected and tested the equipment listed on the Rental Contract at the time of rental or sale and that CINEMA-VISION has made no warranties, express, implied, oral, written or otherwise as to the condition, performance, operation, fitness to use or any other matter regarding the Equipment except as expressly set forth in this Rental Contract. The Customer acknowledges that he has received the Equipment in good, workable, operating condition, mechanically, optically, electrically and in all other respects.
2. **Pick Up and Delivery.** The Customer is considered to have taken delivery of the Equipment and therefore assumes all risk of loss from the time that the Equipment is set aside on the Premises from CINEMA-VISION's general inventory until the Equipment has been returned to CINEMA-VISION's general inventory in good working order or the termination date of the Rental Contract, whichever is later. The Customer is responsible for any and all damages to the Equipment and/or other property or persons during inspections, testing or use at the Premises and assumes all risk of loss for any and all property brought onto the Premises. After testing the Equipment, the Customer must notify CINEMA-VISION of any defective or inoperable equipment immediately upon discovering the defect or problem. Unless the Customer notifies CINEMA-VISION of any defect or problem with the Equipment prior to removing the Equipment from the Premises, the customer agrees that the Equipment is in good working order and that the Equipment is acceptable to the Customer.
3. The Customer is required to pick up and return the equipment at the premises during regular business hours. If the Customer does not pick up and/or return the Equipment at the rental facility, the Customer is responsible for arranging for, paying for and assuming all risk of loss for the transportation of the Equipment to and/or from any location. At the Customer's request, expense and risk of loss, CINEMA-VISION may arrange shipment of the Equipment to the Customer's designated location. The customer is responsible for any and all transportation costs and any and all loss or damage to the Equipment incurred during transit and while away from the Premises. CINEMA-VISION is not responsible for any shipping delays once the Equipment is delivered to the Customer's carrier. CINEMA-VISION will not accept collect shipments from the Customer.
4. The Customer is responsible for any and all property not belonging to CINEMA-VISION which is picked up or stored by CINEMA-VISION for the Customer's ultimate use. CINEMA-VISION shall be acting as the Customer's agent in storing any such property, which does not belong to CINEMA-VISION. All risk physical loss to any property, which is transported or stored by CINEMA-VISION for the Customer's benefit, shall remain the Customer's responsibility.
5. **Restriction on Use.** The Customer may use the Equipment only within the five boroughs of Manhattan, Brooklyn, Queens, Bronx and Staten Island. Under no circumstances may the Customer use the Equipment beyond the local use restrictions without prior agreement by CINEMA-VISION.
6. The Equipment may be used only by the Customer's duly qualified employees and/or agents and in strict accordance with the use contemplated in the rental Contract. The Customer shall keep the Equipment in its sole custody and shall not permit the Equipment to be used in violation of any laws or governmental regulations.
7. The Customer shall not sublease the Equipment or lend the Equipment to any other person, firm or corporation and the Equipment shall at times remain under the immediate control, supervision and direction of the customer personally.
8. The Customer agrees not to remove the tag or name plate or barcode on the Equipment showing ownership by CINEMA-VISION.
9. **Damaged, Destroyed, Lost or Stolen Equipment.** As soon as the Customer discovers that any of the Equipment is defective or damaged, the Customer must notify CINEMA-VISION of the problem, and at CINEMA-VISION's sole discretion return the Equipment to CINEMA-VISION for evaluation.
10. Upon receipt of the defective or damaged Equipment, CINEMA-VISION will make a determination of the extent of the defect or damage and the required repairs. The Customer will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be repaired or replaced, CINEMA-VISION's judgment shall be conclusive and binding upon the Customer. The Customer is responsible for the cost of any necessary repairs, and if CINEMA-VISION determines that the equipment must be replaced, the Customer shall also be responsible for the cost to replace the same item or the closest comparably equipped model at full replacement cost without deduction for depreciation.
11. In the event that after the delivery to the Customer, any of the equipment is lost, stolen, otherwise disappears or is not returned to CINEMA-VISION for any reason, the Customer will be responsible for the cost to replace the same item or the closest comparably equipped model at full replacement cost without deduction for depreciation.
12. It is expressly understood that rental charges for the Equipment shall continue to be payable regardless of any claim of loss, defect or damage in the Equipment. Beginning at the end of the original lease period, rental charges for the damaged or lost items shall accrue at the full daily rate for the item(s) regardless of any package or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the Customer has paid the invoice for the damages or replacement cost in full to CINEMA-VISION.
13. **Rental Charges and Late Charges.** The Customer must return the Equipment to CINEMA-VISION on the date specified in the Rental Contract or be subject to additional rental charges. The last rental day shall be the day specified in the Rental Contract, provided however, that the Customer may return the equipment to CINEMA-VISION during the grace period which shall extend until 10:00 AM of the next business day without incurring additional rental charges. The Customer will be responsible for a full additional day's rental for each day Equipment is not returned after the expiration of the grace period, regardless of any package or other discounts agreed to at the inception of the Rental Contract.
14. Unless otherwise agreed in writing by CINEMA-VISION, all rented payments shall be due and payable on a weekly basis on Friday of each week. Time shall be of the essence in this Rental Contract with respect to such payments.
15. The acceptance of the return of the Equipment is not a waiver by CINEMA-VISION of any claim that it may have against the Customer, nor a waiver of claims for latent or patent damages to the Equipment.
16. **Insurance.** The Customer shall at its own expense, provide and maintain in full force and effect, insurance covering the Equipment leased under this Rental Contract. The Customer shall also at its own expense provide for transit coverage, location coverage, studio coverage, unnamed location coverage, coverage while on the Customers premises and inspection, testing use or storage on CINEMA-VISION's Premises. All Equipment coverage shall be worldwide and on a replacement cost basis without any deduction for depreciation. All vehicle physical damage coverage shall be issued on a worldwide basis, if the vehicle(s) are to be used outside of the United States and Canada and the valuation will be actual cash value. The Equipment coverage, the vehicle coverage and the loss of use coverage are to cover the period of time from the date of this Rental Contract until the date the Equipment is actually repaired and/or returned and/or replaced and full payment for the loss (if any) as outlined in this Rental Contract has been received by CINEMA-VISION. The Equipment insurance shall name CINEMA-VISION as loss payee, and CINEMA-VISION's rights as an additional insured as regards to liability insurance. The Customer shall provide to CINEMA-VISION a certificate of insurance in compliance with this paragraph prior to delivery of the Equipment. Notwithstanding this paragraph, the Customer shall remain primarily liable to CINEMA-VISION for full performance under this Rental Contract. CINEMA-VISION may enforce its remedies directly against the Customer without resort to insurance.
17. **Default.** The Customer shall be in default under this Rental Contract if: (i) The Customer breaches any provision of this or any other Rental Contract between the Customer and CINEMA-VISION; (ii) the customer fails to punctually make any payment due under this or any other Rental Contract between the Customer and CINEMA-VISION; (iii) any execution or other writ or process is issued in any action or proceeding against the Customer whereby the Equipment may be seized, taken or detained; (iv) a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Customer; (v) any judgment is obtained against the Customer, or (vi) in CINEMA-VISION's sole discretion the Equipment is being used improperly.
18. If the Customer has defaulted under this Rental contract, then and in such event, CINEMA-VISION shall have the option to immediately take possession of the Equipment and shall have the right with its agents and employees to enter any premises where the Equipment may be and to remove the same with or without force and with or without notice, without being liable to any suit or action or proceeding by the Customer for such acts. In the event of Customer's Default under this Rental Contract, full rental rates shall be payable in any event from the commencement of the original rental period until the date the Equipment is returned to CINEMA-VISION's general inventory or retaken.
19. **Indemnification of CINEMA-VISION.** The Customer shall indemnify, defend and hold harmless CINEMA-VISION, its agents, officers, employees, guests or invites from, and against, any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including, but not limited to; lost profits, delay and legal expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment (including, without limitation, bodily injury and property damage). This indemnification shall continue in full force and effect during and after the term of this Rental Contract for causes of action arising during the term of the rental.
20. **Miscellaneous.** The Rental Contract shall be deemed to have been made in New York County, and shall be governed by the laws of New York State.
21. If CINEMA-VISION commences any action against the customer to project its rights or property under this Rental Contract of for any sum due and owing under this Rental Contract, the Customer shall pay CINEMA-VISION's reasonable attorney's fees, costs and interest incurred in enforcing its rights and hereby waives its right to demand a jury trial.
22. The remedies granted to CINEMA-VISION under the agreement shall be cumulative and not limited to any single remedy.
23. The Customer hereby grants to CINEMA-VISION the option to terminate this agreement for cause on 24 hours written notice by registered or certified mail, or personal service. Upon receipt of this notice, the Customer, at its own risk and expense, shall immediately return the Equipment to CINEMA-VISION in the same condition as when first rented.
24. This agreement contains the entire understanding between the parties, including between the parties, including representations and may not be modified, except by another agreement in writing, signed by both parties to this agreement. If any portion of this agreement is found to be illegal, invalid or unenforceable for any reason, then the remainder of this agreement shall be unaffected by that illegality, invalidity or unenforceability and remain in full force and effect.
25. No terms, representations or warranties, express or implied, not herein set forth in writing shall bind CINEMA-VISION, its employees or agents.
26. A finance charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be charged for any past due balances 30 days or over.
27. The Customer states he is over 21 years of age and is authorized to act on behalf of the Customer.