

IKM + MCM

GRIP AND ELECTRIC

RENTAL AGREEMENT

GENERAL TERMS AND CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

RENTAL PERIOD:

The rental period shall cover all time consumed in transporting the equipment, including the date of legal pick up and ends on the date of return of all equipment to Prometheus Film Equipment Rental located at 601 W26th Street, Suite 1255, NY, NY 10001.

RENTAL CHARGES:

The Renter shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:

1. Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, pro-rated according to the number of calendar days in such fraction.
2. Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month except legal holidays upon which the equipment is not operated.

PAYMENT:

The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance on the first day of each month. Renter shall pay Owner money on any delinquent payment from the date when such payment was due until paid, and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorney's fees.

SECURITY DEPOSIT:

The Security Deposit will be equal to the amount of the Renter's Insurance Policy Deductible. Any Security Deposit paid by the Renter to Owner is paid to guarantee Renter's full and faithful performance of all terms, conditions, and provisions of this Agreement. If Renter shall so perform, an equal sum shall be repaid, without interest, to Renter at the fulfillment of this Agreement.

FEES, ASSESSMENTS, AND TAXES PAID BY RENTER:

Renter shall pay all license fees, assessments, and sales, use, property and excise, and other taxes, or hereafter imposed, and relating to Renter's use or possession of the equipment.

RECALL NOTICE:

Owner may recall any or all equipment upon ten (10) days written notice to Renter and the Renter may return any or all equipment upon like notice to the Owner.

MAINTENANCE AND OPERATION:

Renter shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment and shall see that equipment is not subjected to careless, unusually or needlessly rough usage; Renter shall, at his/her own expense, maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Owner, ordinary wear and tear resulting from proper use thereof alone expected.

REPAIRS

The expense of all repairs made during the Rental Period including labor, material, parts and other items shall be paid by Renter.

OPERATORS:

Unless otherwise mutually agreed upon in writing, Renter shall supply and pay all operators on the equipment during the Rental Period. All Operators shall be competent. Should Owner furnish any Operators or other workmen for the equipment, they shall be employees of Renter during Rental Period, and Renter shall pay them salary or wages and all other applicable costs. Renter shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workmen.

DISCLAIMER OF WARRANTIES:

Owner, being neither the manufacturer nor a supplier nor a dealer in equipment, makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet requirements of any laws, rules, specifications or contracts which provide for specific apparatus or special methods. Owner further disclaims any liability whatsoever for loss, damage, or injury to Renter or third parties, as a result of any defects, latent or otherwise, in the equipment. As to Owner, Renter rents the equipment "as is". Owner shall not be liable in any event to Renter, for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, equipment hereby rented or accidental breakage thereof.

INDEMNITY:

Renter shall indemnify Owner against and hold Owner harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees, arising out of, connected with, or resulting from the equipment or the Rental Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify Owner and hold Owner harmless from all loss and damage to the equipment during the Rental Period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the rental Period.

RISK OF LOSS:

Owner shall not be responsible for loss or damage to property, material, or equipment belonging to Renter, its agents, employees, suppliers or anyone directly or indirectly employed by Renter while said material property, or equipment is in Owner's care, custody, control or under Owner's physical control. Renter is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Renter and its insurers waive all rights of subrogation against Owner for such losses.

INSPECTION; CONCLUSIVE PRESUMPTIONS:

Renter shall inspect the equipment within three (3) business days after receipt thereof. Unless Renter, within said period of time, gives written notice to Owner, specifying any defect on or other proper objection to the equipment, Renter agrees that it shall be conclusively presumed, as between Owner and Renter, that Renter has fully inspected and acknowledged that the equipment is in full compliance with the terms of this Agreement, in good condition and repair, and that Renter is satisfied with and has accepted the equipment in such good condition and repair. Renter shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

INSURANCE:

Renter shall keep the equipment insured against all risks of loss or damage from every other cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of at least SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) or other reasonable amount specified by Owner. Renter shall pay the premiums and any deductible portions therefore and deliver said policies, or duplicates thereof, to Owner.

OWNERSHIP:

Owner shall at all times retain ownership and title of the equipment. Renter shall give Owner immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Renter shall indemnify Owner against all loss and damages caused by such action.

DEFAULT; REMEDIES:

If (a) Renter shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Renter shall default in the payment when due of any indebtedness of Renter to Owner arising independently of this lease, or (c) Renter shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after written notice hereof to Renter

by Owner, or (d) Renter becomes insolvent or makes an assignment for the benefit of creditors, or (e) Renter applies for or consents to the appointment of a receiver, trustee, or liquidator of Renter, or of all or a substantial part of the assets of the Renter under the Bankruptcy Act, or any amendment thereto (including without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law, Owner shall have the right to, under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law, Owner shall have the right to exercise any one or more of the following remedies:

1. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Renter.
2. To sue for and recover all rents and other payments, then accrued or thereafter accruing, with respect to any or all items of the equipment.
3. To take possession of any or all items of the equipment without demand, notice or legal process, wherever they may be located. Renter hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease, as to any or all items of equipment unless Owner expressly so notifies Renter in writing.
4. To terminate this lease as to any or all items of equipment.
5. To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which Owner may take, Renter shall be and remain liable for the full performance of all obligations on the part of Renter to be performed under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately.

NO SUBLETTING ASSIGNMENT:

No equipment shall be sublet by Renter, nor shall he/she assign or transfer any interest in this Agreement without written consent of Owner. Owner may assign this Agreement without notice. Subject to the forgoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY:

All remedies of Owner hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Owner, to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Owner of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Agreement.

EXPENSES:

Renter shall pay Owner, all costs and expense, including attorney's fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

ENTIRE AGREEMENT:

This instrument constitutes the entire Agreement between Owner and Renter; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

OTHER RENTAL REQUIREMENTS:

-Renter must provide a Valid driver's license and credit card at time of placing rental order.

I have read the General Terms and Conditions of this Equipment Rental Agreement and fully comprehend them and agree to all of these terms and conditions as stipulated :

SIGNATURE OF RENTER:

DATE: _____

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VAN/TRUCK & EQUIPMENT RENTAL FORM

Renter Name: _____
Company Fed ID and/or personal Social Security Number: _____
Company Address: _____

Date: _____
Contact: _____
Daytime phone: _____ Mobile phone: _____
Email: _____
Website: _____

INSURANCE INFORMATION

Insurance Company Name: _____
Address: _____
Phone: _____
Policy Number: _____

License Information:
Name: _____
Address: _____
License Number: _____
Date of Birth: _____
State: _____

Rental Term (from when) _____ to when _____

Rental Rate _____

CREDIT CARD: ___ VISA ___ MASTERCARD ___ AMERICAN EXPRESS

Card number: _____
3 Digit Security Code: _____
Billing Address: _____

RENTAL ORDER FORM: PLEASE CHOOSE FROM THE EQUIPMENT LIST AND SPECIFY BELOW.

CAMERA RENTALS

CAMERAS RENTAL DETAILS (PACKAGES, ACCESSORIES, MONITORS, ETC
COPY AND PASTE BELOW FROM THE CAMERA EQUIPMENT LIST:

Extra

LIGHTING RENTALS

LIGHTING RENTAL DETAILS

COPY AND PASTE BELOW FROM THE LIGHTING EQUIPMENT LIST:

Extra

GRIP RENTAL

GRIP RENTAL DETAILS:
COPY AND PASTE FROM THE GRIP EQUIPMENT LIST:

Extra

ELECTRICS AND/OR AUDIO

ELECTRICS RENTAL DETAILS:

(Cables, Bates Cables, Adapters, Bates Adapters, Dimmers, Inverters)

COPY AND PASTE FROM THE ELECTRICS EQUIPMENT LIST:

Extra

AUDIO RENTAL DETAILS:

COPY AND PASTE BELOW FROM THE AUDIO EQUIPMENT LIST:

Extra
