

# INTER VIDEO

This "Agreement to Rent" (the "Rental") is made effective as of the date indicated on the Rental Contract and includes the following terms.

**FAIR USE OF RENTED ITEMS.** Inter Video, on behalf of itself and its heirs, representatives and assigns, hereby indemnifies the Renter, its predecessor and successor companies, its parent, subsidiary, related and affiliated companies and divisions, and their predecessor and successor companies, and each and all of the former and current owners, stockholders, assigns, agents, directors, officers, employees, representatives and attorneys of or for any such business entities, and all persons or entities acting by, through, under or in concert with any of them (collectively, the "Renter"), from any and all claims Inter Video ever had, now has, or may in the future assert regarding any matter arising from the beginning of time to the effective end date of this Agreement, including, without limitation, all claims regarding any actual or alleged work product produced thereunder, any claim for equitable relief or recovery of monies or damages, any contract claim (express or implied), any tort, any claim for wages or benefits, or any breach of any other local, state, provincial or federal law, statute, ordinance, regulation or provision.

**RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT.** CGW Enterprises dba Inter Video, hereafter known as "Inter Video", agrees to rent the Customer the equipment listed on the attached Rental Speed Sheet issued at the time of the Rental.

**PAYMENT TERMS.** The payments shall be due whether or not the Customer has received notice of a payment due. We do not issue statements. The payment terms of the rental are defined in the rental contract. Inter Video's default term is C.O.D. At the sole discretion of Inter Video a "Net 15 Day Credit Account" may be established after supplying satisfactory (to Inter Video) credit information and being approved by Inter Video in advance of the rental.

**DEPOSIT.** At the sole discretion of Inter Video or its appointed agent a deposit may be required in advance of any rental.

**SERVICE CHARGE.** If any Rental Payment is not made within 2 business days after the due date, the Customer shall after notice and with 5 business days to cure the default, pay to Inter Video an additional charge of 1% of monies due per day until the full payment is received by Inter Video.

**NON-SUFFICIENT FUNDS.** The Customer shall be charged \$250.00 for each check that is returned to Inter Video by the Customer's bank for any reason.

**SECURITY DEPOSIT.** A Security deposit is required for all customers without insurance and may be charged to C.O.D. Customers. If charged the Customer shall pay a security deposit of \$500 U.S. This deposit will be returned to the Customer at the conclusion of this Rental, but is subject to Inter Video applying it against any unpaid rental charges or damages. Any amount refundable to the Customer shall be paid at the time this Rental is concluded along with an itemized invoice showing any and all deductions made from the Security deposit (If a Security Deposit is required). No interest will be paid on any required security deposit.

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**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to Inter Video in the condition received from Inter Video, with the exception of normal wear and tear. Inter Video or their appointed agent will determine what constitutes "normal wear and tear". All determinations made by Inter Video are final.

**INSURANCE AND INSURANCE CERTIFICATE.** The Customer shall insure the equipment for its full replacement value under an ALL RISKS POLICY INCLUDING AUTO COVERAGE. A copy of the insurance certificate shall be provided to Inter Video prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as Inter Video P.O. Box 10277 Burbank CA 91510. Inter Video will be named as an additionally insured loss payee. Failure of your insurance company to honor a claim in no way negates the obligation of the Customer to compensate Inter Video for the full replacement value of the equipment and all verifiable loss of rental income from the equipment until it has been replaced or paid for. The minimum term of the Customer's Insurance shall be for the period of the Rental plus an additional month.

**RENTAL TERM.** This Rental shall begin on the above effective date and shall terminate on the complete return of the rented equipment, in acceptable condition to Inter Video's facility. If the equipment requires repair to return it to a rentable state the equipment will be considered to remain on Rent until it is repaired. The Rental period will end only when the equipment has been returned to a fully rentable state. At any time Inter Video retains the right to terminate the Rental with 7 days written notice to the customer's address as indicated on the rental contract.

**CREDIT REFERENCES.** The customer will provide trade and credit references as required by Inter Video.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

**MAINTENANCE AND REPAIR.** The Customer shall maintain the equipment in good repair and operating condition. No equipment may be painted without prior approval and payment of a fee determined by Inter Video. The Customer shall pay all reasonable, actual out of pocket costs required to maintain the equipment in good operating condition. Such costs shall include labor, material, parts, and similar items.

**RIGHT OF INSPECTION.** With prior notice Inter Video shall have the right to inspect the rented equipment during Customer's normal business hours and at its place of use.

**RETURN OF EQUIPMENT.** At the end of the Rental period, the Customer shall be obligated to return the equipment to Inter Video at the Customer's expense. Any freight, insurance or customs charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customer's account.

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**ACCEPTANCE OF EQUIPMENT.** The Customer shall inspect each item of equipment received pursuant to this Rental. The Customer shall immediately notify Inter Video of any discrepancies between such item of equipment and the description of the equipment on the speed sheet. If the Customer fails to provide such notice in writing within one (1) day after the receipt of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified on the speed sheet. Any subsequent claim that equipment was missing or not provided in fully functional order will be rejected.

**EARLY RETURN OR CANCELATION OF RENTED ITEMS.** Equipment rented for periods longer than one day and returned early are due a credit only under the following circumstances.

Equipment rented for a one (1) week period will be due a credit only if it is returned prior to the number of days charged for the rental expiring. Example: a two (2) day charge for a week rental returned after the second day would receive no credit. Equipment rented for one (1) month with a eight (8) day rental charge and returned after the eighth day would receive no credit.

All equipment purchased exclusively for a rental will be exempt from credit or refund. Sub-rented equipment will receive credit for early return only if the supplier agrees to an early return credit.

Equipment returned on the same day that it is picked up will be charged a one (1) day rental fee. All equipment canceled after payment for or confirmation of it's pickup date will be charged a one (1) day rental or 20% of the entire rental, whichever is greater. Modification of pickup dates requiring longer equipment hold times, may at the sole discretion of IV, result in extra rental charges. All credit card fees are non refundable.

**FAILURE TO PERFORM.** If the equipment fails to perform after the initial acceptance it will be the sole responsibility of the customer to notify Inter Video at 818-843-3624 24/7. Inter Video will not be held responsible for any losses, errors or omissions due to the Customer, the Customer's employees or its agents inability to satisfactorily operate the rented or purchase equipment.

**OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. Inter Video shall be deemed to have retained title to the equipment at all times, unless Inter Video transfers the title by sale. The Customer shall immediately advise Inter Video regarding notice of any claim, levy, lien, or legal process issued involving the rented equipment.

**WARRANTY.** Inter Video makes no warranties; express or implied, as to the merchantability of the equipment rented by the Customer unless an Inter Video Operator accompanies and operates the equipment. The sole remedy available to the Customer for any failure of the rented or purchased items to perform is limited to a refund of rental or purchase fee at the sole discretion of Inter Video or its appointed agents. In the case of purchased equipment the Customer's Rights are also further limited by the terms of the manufactures warranty.

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**INDEMNITY OF INTER VIDEO FOR LOSS OR DAMAGES.** If the rented equipment is damaged or lost, Inter Video shall have the option of requiring the Customer to repair the equipment to a state of rentability, or replace the equipment with like new equipment, which equipment shall become the property of Inter Video and subject to this contract.

**CUSTOMER LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers or other persons caused by or related to operating, handling, or transporting the rented equipment during the term of this Rental is the sole responsibility of the Customer. The Customer shall indemnify and hold Inter Video harmless from and against any and all such liability. The Customer shall maintain liability insurance including "Auto" of at least \$2,000,000.00 U.S. with Inter Video named as an "Additionally Insured Loss Payee" unless waived in writing by Inter Video or its appointed agents. Acts caused by the willful negligence or misconduct of Inter Video's employees, agents, officers, or directors are excluded from this provision.

**CASUALTY INSURANCE.** The Customer shall insure the equipment in an amount sufficient to cover the new replacement cost of the equipment and any verifiable loss of rental income. The Customer is solely responsible for payment of any deductible required by their policy.

**TAXES AND FEES.** During the term of this Rental, the Customer shall be solely responsible for and pay all taxes, assessments, customs fees, license or registration fees incurred through its possession of the Rental Equipment.

**DEFAULT.** The occurrence of any of the following shall constitute default under this rental:

- A. The failure to make a required payment under this Rental Contract when due.
- B. The violation of any provision or requirement of this Rental Contract that is not corrected within three (3) Business Days upon delivery of written notice of the violation to the Customer by Inter Video or its appointed agent.
- C. Bankruptcy or any other form of insolvency by the Customer.

**INTER VIDEO'S RIGHTS UPON DEFAULT.** If the Customer is determined by Inter Video to be in default under any term of this Rental Contract, without notice to or demand on the Customer, Inter Video may take possession of the equipment as provided by law, deduct the costs of recovery (including reasonable outside attorney fees and legal costs), repair, or any related costs as well as hold the Customer responsible for any deficiency. Inter Video shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default.

**NOTICE.** All notices required or permitted under this Rental shall be deemed delivered When delivered in person or by mail, postage prepaid, addressed to the appropriate party At the address shown for that party at the time of the Rental.

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**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION.** This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless done in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of California.

**SEVERABILITY.** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

**MODIFICATION OF THIS AGREEMENT.** All modifications to this agreement are valid only if they are made in advance, in writing and approved in writing, by Inter Video or its appointed agent.

**CERTIFICATION.** Customer certifies that the application, statements, trade references, and financial reports submitted to Company are true and correct and any material misrepresentation will constitute default under this contract

**SALE OF ITEMS.** In the case of a purchase of equipment or expendables, all purchases are final. In the event of a problem with or non-performance by any purchased item the manufacturer's stated warranty is the purchaser's sole remedy. Returns may be accepted on new unmodified equipment or expendables, all sales are final. In products in the first 14 days with a 20% restocking charge at the sole discretion of Inter Video or its appointed agents.