



GEARHEAD

1861 Scottsville Rd Bldg 900 Suite B
Rochester NY 14623

RENTAL CONTRACT

The terms and conditions of this agreement, and all equipment schedules executed by you from time to time, form the contract ("Rental Contract") between you and Gearhead LLC ("Rental Company"). Each time you rent equipment from Rental Company, you or a person signing on your behalf will sign a completed Equipment Worksheet which will list all equipment rented (the "Equipment"), the return date, and other matters of mutual agreement, between you and Rental Company.

YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT IF YOU ARE NOT HIRING A GEARHEAD APPROVED PERSON:

- **YOU ASSUME ALL RISKS OF LOSS.** Once you have taken delivery of the Equipment, your responsibilities includes, but not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises.
- **YOUR RESPONSIBILITIES ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM AS EXPIRED.** Equipment will not be deemed to have been returned until all of the following conditions have been met: 1)property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed, and 3) the term of the Rental Contract has expired.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT:

- **U.S. DOMESTIC USE ONLY, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING.**
- **USE BY QUALIFIED TECHNICIANS ONLY.** The equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.
- **YOU MAY NOT SUBRENT** or permit use by anyone other than your qualified technician, of all or any part of the Equipment without written consent of Rental Company.
- **YOU MAY NOT REMOVE OR COVER ANY SERIAL NUMBERS, tags, nameplates, or identifying logos** on the Equipment showing ownership by Rental Company.

EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

- Return of the equipment to Rental Company shall be subject to Rental Company's subsequent inspection for damaged or missing items. Rental Company will inform production within a reasonable time period if Rental Company's inspection reveals missing or damaged items.
- **AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS NOT PROPERLY OPERATING,** you must notify Rental Company of the problem and if necessary return the Equipment to Rental Company, for evaluation. Rental Company will make a determination of the source of the problem for any repair or replace the Equipment. In determining whether equipment should be replaced or repaired, Rental Company's judgment shall be binding upon you.
- **LOSS AND DAMAGES.** Upon return of damaged Equipment, Rental Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be replaced or repaired, Rental Company's judgment shall be conclusive upon you. Should Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax and setup charges. If repaired, you shall be responsible for all repair costs.
- **LOST, STOLEN OR DESTROYED EQUIPMENT.** In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for

the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax and set up charges.

- AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, YOU MUST NOTIFY RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to Rental Company and file a report with the local authorities.

RENTAL CHARGES AND LATE CHARGES

- RENTAL CHARGES AND PAYMENTS. You agreed to pay Rental Company rent determined by the worksheet set forth and signed by you. All unpaid charges for rental and missing and damaged items may be deducted from any deposit made by you or charged immediately to your credit card.
- YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED on the Gearhead worksheet or be subject to additional charges.

TITLE AND OWNERSHIP

- You specifically acknowledge Rental Company’s superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies, and encumbrances. You may not assign or pledge the Equipment.

RIGHT OF ENTRY AND INSPECTION

- Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to Rental Company’s right to receive rent due or accrued to, including the date of removal of the Equipment.

INDEMNIFYING THE RENTAL COMPANY

- You agree to indemnify Rental Company and to hold Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, recited to, or arising from the use, transportation, condition, including without limitation, talent and other defected or operation of the Equipment and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

MISCELLANEOUS ASPECTS OF THE RENTAL CONTRACT

- THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK, and shall be deemed to have been made in, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of New York. You irrevocably agree to the exclusive jurisdiction at the courts of New York in any and all disputes, actions, or proceedings between you and Rental Company whether arising hereunder or under any other agreement or undertaking; and you irrevocably agree to service of process by certified mail, return receipt requested in any action brought hereunder. Nothing herein contained shall in any manner prevent or preclude Rental Company from bringing any one or more actions against you in any jurisdiction in the United States or elsewhere.
- WHEN THE CUSTOMER IS AN ENTITY, SUCH AS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP, the person(s) executing the Rental Agreement and worksheet for such entity warrants that he/she has full authority of such entity to sign the Rental Contract and obligate the entity.
- WAIVER. The acceptance and return of the Equipment shall not constitute a waiver by Rental Company of any claims that it may have against you, nor a waiver of claims for latent or patent damage to Equipment.
- INSURANCE. You agree to obtain and forward to Rental Company proof of valid insurance for rental of Equipment with Gearhead, LLC included as additional insured. SEE INSURANCE REQUIRMENTS, ATTACHMENT I.
- ENTIRE AGREEMENT. The signed Equipment worksheet and this Rental Contract constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties.

RENTOR SIGNATURE _____ PRINT NAME _____

TITLE _____ COMPANY _____

DATE _____



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ATTACHMENT I INSURANCE REQUIREMENTS

WORKERS COMPENSATION (NEW YORK)

Limits...Statutory Limits \$500,000 Employer's Liability

COMMERCIAL GENERAL LIABILITY

Coverage must be provided on an "Occurrence" Form

Limits: \$2,000,000 Each Occurrence Bodily Injury and Property Damage

\$2,000,000 General Aggregate

\$1,000,000 Products-Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$50,000 Fire Damage

\$5000 Medical Expense

PROPERTY COVERAGE

Leased/rented equipment naming Gearhead, LLC as Loss Payee.