

SQUIRM INC. RED CAMERA RENTAL AGREEMENT

This is an EQUIPMENT RENTAL AGREEMENT entered into by and between _____ (“Customer”) and Squirm Inc. (“Squirm Inc.”) entered into the day and date hereinafter set forth.

1. **Term of Agreement.** The parties do herein bind themselves to the terms of this Agreement in regard to all equipment rented by Customer from Squirm Inc. from the date of this Agreement until terminated, modified, or replaced.
2. **Non-Exclusivity.** This is a nonexclusive Agreement, nothing herein contained shall obligate Customer to rent from Squirm Inc. nor Squirm Inc. to rent to customer during the life of this Agreement. However, in the event of rental transactions this Agreement shall govern until it has been modified, terminated or replaced.
3. **Price.** Unless otherwise agreed to in writing by an authorized agent of Squirm Inc., the price listed in the Squirm Inc. Equipment Rental Fees at the time Customer receives rental equipment shall control.
4. **Warranty of Authority.** Customer hereby warrants that any person which it directs or allows to receive equipment from Squirm Inc. and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of Squirm Inc. to confirm said person’s authority to act on behalf of Customer.
5. **Maintenance of Equipment.** The Customer agrees to keep and maintain all of the rental equipment in good condition and assumes full responsibility for all the equipment and supplies until the rented items are returned.

The Customer agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the equipment.
6. **Insurance.** The Customer agrees to obtain, at Customer’s own expense, all-risk insurance coverage equal to the replacement value without deduction for depreciation of the rented equipment. The equipment must be insured by the Customer before it can leave the premises of Squirm Inc. and must include intransit/shipment insurance coverage. The Customer agrees to provide written certification and proof from Customer’s insurance company of an all-risk policy naming Squirm Inc. as a loss payee for any and all claims including coverage of the equipment while in possession of a common carrier during shipment.

7. Lost and/or Damaged Equipment. In the event of any loss or damage to the rented equipment, the Customer agrees to pay the rental rate during the period of time Squirm Inc. is deprived of the equipment and until such time as it is repaired and/or replaced.

The Customer agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of said loss.

8. Inspection of Equipment. The Customer acknowledges that Customer's agent (as defined in paragraph 4 above) by executing a Rental Checkout Sheet for particular equipment warrants on behalf of Customer that the equipment has been examined and tested by Customer and that the same is in good working order and condition.

In the event equipment is shipped to Customer, Customer failure to notify Squirm Inc. of any defects or problems with equipment within 24 hours of receipt shall be conclusively deemed as acknowledgment that all equipment has passed customer approval and is in good working order.

9. Exclusion of Warranties. CUSTOMER HEREIN ACKNOWLEDGES THAT ALL EQUIPMENT TO BE RENTED FROM Squirm Inc. WILL BE AS A RESULT OF CUSTOMER'S SOLE SELECTION, DISCRETION AND OPINION AS TO EQUIPMENT WHICH IT REQUIRES. ALL EQUIPMENT IS ACCEPTED BY CUSTOMER "AS IS". NO WARRANTIES OR REPRESENTATIONS ARE MADE BY Squirm Inc. OF ANY TYPE OR NATURE WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE PERFORMANCE OF CAMERAS, SERVICES, SUPPLIES, FILM OR OTHER EQUIPMENT RENTED. Squirm Inc. HEREIN EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, UNDER NO CIRCUMSTANCES, SHALL Squirm Inc. BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY EQUIPMENT RENTED OR THE ALLEGED BREACH OF ANY AGREEMENT DESCRIBED HEREIN, EVEN IN THE EVENT THAT Squirm Inc. OR Squirm Inc's AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification and Hold Harmless. The customer agrees to assume full responsibility and liability for the safekeeping and return of all rented equipment accepted by Customer as shall be set forth in Squirm Inc's Rental Checkout Sheet. Customer agrees to indemnify and hold harmless Squirm Inc. and any other persons to which Squirm Inc. itself may be responsible to indemnify and hold harmless, from any and all liability, claims, damages, costs and expenses arising from Customer's use, misuse and/or possession of the rented equipment.

11. Returned Equipment. Acceptance by Squirm Inc. of the return of rented equipment does not waive any claims that the company may have against the Customer for patent, latent or hidden damage to the equipment. Squirm Inc. shall have a reasonable period of time after return of said equipment to discover said damages.

12. Inspection/Repossession of Equipment. The Customer agrees to admit any employee or agent of Squirm Inc. Inc. to enter the premises upon which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of this Agreement whatsoever.

13. Exclusive Possession/Non-Assignability of Lease. The Customer shall not sublease or loan the equipment or assign this Agreement to any other persons, firms or corporation and said equipment shall at all times remain under the immediate, exclusive control and direction of the Customer.

14. Cost of Shipment. When required, Squirm Inc. shall arrange for shipment of rental equipment to Customer and any and all shipment costs incurred by Squirm Inc. shall be a charge included against Customer's account.

15. Miscellaneous Provision for Liens, Charges, etc. The Customer specifically acknowledges Squirm Inc.'s ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. The Customer agrees that he shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the equipment.

16. Governing Law. This Agreement and all the rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of Michigan.

17. Headings. The headings as to the contents of particular paragraphs of this Agreement are inserted for convenience and reference only and shall not be construed as a part of this Agreement nor be considered in construing the terms hereof.

18. Entire Agreement. This Agreement sets for the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior oral or written agreement between the parties with respect to the subject matter. No alterations, additions, amendments or modifications to this Agreement shall be binding unless made in writing and executed by an authorized agent of Squirm Inc..

19. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.

CUSTOMER DOES HEREIN WARRANT THAT ITS AUTHORIZED AGENT HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE SAME AND DOES SIGN IT ON BEHALF OF CUSTOMER AS CUSTOMER'S FREE ACT AND DEED.

THE BELOW SIGNOR FOR CUSTOMER DOES HEREIN WARRANT THAT HE/SHE IS DULY AUTHORIZED TO BIND CUSTOMER TO EACH AND EVERY TERM OF THIS AGREEMENT.

IN WITNESS WHEREOF: The parties hereto have hereunto set their hands this _____ day of _____, 20_____.

CUS-
TOMER: _____

By: _____

Its: _____

Squirm Inc.

By: _____

Owner, Squirm Inc.

Credit Reference Information

Company

Name: _____

Address: _____

Street City State Zip Code

Type Of Business

Corporation _____ Partnership _____ Sole Proprietor _____ Year Est. _____

Federal Tax

ID: _____

Officers of Corporation

Name _____ Name _____

Title _____ Title _____

Name _____ Name _____

Title _____ Title _____

Trade References (Give only names of those you buy from on an open account.)

Name _____ Name _____

Phone _____ Phone _____

Fax _____ Fax _____

Name _____ Name _____

Phone _____ Phone _____

Fax _____ Fax _____

Bank References

Name _____

Address _____

Phone _____ Contact _____

The Tax Exemption Certificate is for the following purpose:

_____ Resale _____ Non-profit organization _____ Industrial process-
ing

Signature _____

Title _____

Phone _____

139 Sheldon, Grand Rapids, MI 49503 phone (616) 293-7749

www.squirm.tv

Insurance Requirements

It is necessary that the certificate of insurance clearly states the following information:

1. Squirm Inc. must be listed as certificate holder.
2. Squirm Inc. must be listed as Loss Payee in regards to all leased equipment, and Additional Insured in regard to general liability.
3. The policy must provide specific coverage for rented equipment and accessories. This should appear in the section labeled "other" on your certificate.
4. The limit of liability and deductible (not to exceed \$2500.00) must be clearly stated. Increased coverage on certain rentals may be necessary on an individual transaction basis.

All customers without established credit terms (COD Status) will be required to furnish guaranteed funds for any and all deductible amounts. (Visa, Mastercard authorization, Certified check, or cash will all be acceptable means of payment.) All deductible amounts will be promptly returned when all equipment is returned and deemed to be unharmed and in good working order.

5. The coverage must include in-transit and be written on a worldwide basis if applicable.
6. The coverage must be written on an ALL/RISK Replacement Cost basis. We will not accept an unattended automobile exclusion to the policy. Actual Cash Value will not be accepted by Squirm Inc. because it will not meet the demands stipulated in Section 7 of the Rental Agreement .

Please Note: The certificate must be signed by either a representative or an agent of the insurance company in order to be valid.

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Credit Card Authorization

Company Name: _____

Customer Name: _____

Name of Credit Card Holder: (please print)

Credit Card: _____ Visa _____ Mastercard _____ AmEx

Credit Card Number: _____

Expiration Date of Card: _____ / _____ / _____

Address where Credit Card Bills are Sent:

By signing below, you as the credit card holder have authorized Squirm Inc. to charge your credit card for all invoices and insurance deductibles.

_____ Date: _____ / _____ / _____

Cardholder Signature _____

Please provide photo copies of the credit card and the cardholder's driver's license.

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