

# RENTAL AGREEMENT

COYOTE GRIP & LIGHTING, LLC

1. RENTER agrees to act as an insurer, assume and accept full and complete responsibility for all rented equipment until same is returned in satisfactory condition to Coyote Grip & Lighting, LLC (COYOTE). COYOTE shall be the sole judge in determining whether said condition is satisfactory. RENTER shall also, at its own cost and expense during the entire rental period, keep and maintain all equipment in good condition, reasonable wear and tear expected. If any equipment is lost, stolen, broken or damaged, whether or not RENTER is at fault, RENTER shall at COYOTE'S choosing, immediately replace such equipment with a comparable kind and quality acceptable to COYOTE, or shall pay monetary damages sufficient for COYOTE to replace without depreciation and/or repair said equipment. RENTER is also fully liable and responsible to COYOTE for any lost business and/or sales as a result of the necessary replacement or repairs of said equipment, and shall compensate COYOTE in full.
2. RENTER shall at its own cost and expense obtain all necessary insurance, accepted and approved in advance by COYOTE, for all equipment rented for the full replacement value against, including, but not limited to loss, theft, damage, by fire, water, act of God (special form) or otherwise. Said policy shall name COYOTE as loss payee and shall be delivered with paid receipt to COYOTE prior to RENTER receiving any equipment. If COYOTE shall receive any sum or sums of money from insurance proceeds, such amount may be retained and applied towards the repair or replacement of said equipment. Any equipment, whether repaired or replaced, shall be subject to all the terms, provisions and conditions herein.
3. If RENTER fails to pay COYOTE within 30 days after payment is due, RENTER shall then pay as additional rent, a sum equal to 1 and 1/2 percent per month of the unpaid rent from the date said rent is due until the outstanding balance is paid in full.
4. RENTER shall pick up and return to COYOTE all equipment at RENTER'S own risk and expense. The rental fee must be paid upon return of equipment unless other arrangements have been made and noted on this agreement. Rent due shall be from the date of the scheduled pickup to the date said equipment is actually returned to COYOTE. No allowance will be made if any equipment or part thereof was not used for any portion of the rental period. RENTER shall pay additional rent for any equipment not returned by its due date and shall also be liable to COYOTE for any lost business and/or sales as a result thereof, and further, shall fully indemnify COYOTE if any claim is made against COYOTE if COYOTE is unable to fulfill its other obligations as a result of RENTER not returning said equipment in a timely fashion.
5. COYOTE'S acceptance of the return of the equipment does not release RENTER from any liability whatsoever, and further, is not a waiver of any claims, including claims for latent or patent damage, that it may have against RENTER. RENTER agrees to give COYOTE sufficient time, such time is to be solely determined by COYOTE, for COYOTE to inspect said equipment for any latent damage.
6. RENTER agrees that said equipment shall not be removed to any foreign country without prior written consent of COYOTE. COYOTE may withhold such consent for any reason or no reason at all. If COYOTE gives such consent, RENTER must obtain, at its own expense, all proper and necessary insurance, and all requirements of paragraph 2 also apply to this paragraph 8 herein.
7. RENTER shall not under lease or loan any equipment to any person, firm or corporation and said equipment shall at all times remain under the immediate personal control and supervision of RENTER.
8. RENTER agrees not to remove or cover the tag or name plate on the equipment showing ownership in COYOTE.
9. If RENTER shall default on any terms, covenants and conditions herein, or fails to make timely payments as due, or if any execution of legal process is commenced in any action or proceeding against RENTER whereby said equipment may be seized or taken, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against RENTER or its property, or if RENTER shall enter into any arrangement or composition with its creditors, or in the event that any judgement is obtained against RENTER, then in any of these aforementioned events, COYOTE shall have the option to retake immediate possession of said equipment, and for such purpose, COYOTE or anyone acting on its behalf has the absolute right to enter upon any premises where said equipment may be, and may remove said equipment therefrom, with or without force, and with or without notice of intention to retake, without being liable to any suit or action or other proceeding by RENTER.
10. COYOTE'S retaking possession of any equipment as provided herein above, is in no way to be construed as releasing RENTER from its liability and obligations hereunder. At said retaking, this agreement shall thenceforth terminate, without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this agreement, or the loss of rental for the balance of the unexpired term herein, and for any other claim that COYOTE may have against RENTER.
11. Under no circumstance shall COYOTE be liable to RENTER for any loss whatsoever or claim made against RENTER in the event any equipment does not work properly, or is unavailable or for any reason COYOTE is unable to fulfill its obligations hereunder. Such event will not release RENTER from this agreement and COYOTE'S sole liability to RENTER is to replace or repair said equipment.
12. RENTER agrees to pay for all costs incurred by COYOTE in protecting COYOTE'S rights or property hereunder, including but not limited to, reasonable attorney'S fees.
13. Unless otherwise agreed by COYOTE, RENTER shall provide screen credits to COYOTE for equipment and/or service provided as specified by COYOTE.
15. This agreement contains the entire understanding between the parties and no terms, representations or warranties, expressed or implied, not herein set forth in writing shall bind COYOTE. This agreement may not be changed or modified except by another written agreement signed by the parties to this agreement.
16. If any of the above paragraphs of this agreement are found to be invalid and unenforceable in any court proceeding or otherwise, said paragraph shall in no way effect the rest of this agreement and said remainder of this agreement shall still be in full force and effect.

RENTER:

CONTACT NAME:

BILLING ADDRESS:

PHONE:

CHARGE OR INVOICE #

COYOTE GRIP & LIGHTING, LLC

3415 ONYX ST

EUGENE, OREGON 97405

PH: 541-600-8127 FAX: 541- 654-0631

EMAIL: rentals@coyotegl.com

CONTACT:

SIGNATURE

DATE

SIGNATURE:

DATE