

JASON BAFFA FILMS

EQUIPMENT RENTAL AGREEMENT

The parties hereto agree as follows.

1. THE 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 ("Production Co") and Jason Baffa, doing business as Jason Baffa Films ("Rental Company"). Each time you rent equipment from Rental Company, you or a person signing on your behalf will sign a completed Equipment Schedule which will list all equipment rented (the "Equipment"), the rental dates ("The Rental Period"), and other matters of mutual agreement, between you and Rental Company.

2. YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

- a. **YOU ASSUME ALL RISKS OF LOSS.** Once The Rental Period begins, your responsibility includes, but is not limited to, all risks while in transit, at all locations named and unnamed, at all studios, while on your own premises, while in use, or while in storage on the rental facility's premises.
- b. **YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED.** Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) The Rental Equipment has been brought back to the Rental Company's 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.
- c. **YOU ARE RESPONSIBLE FOR ALL EQUIPMENT BEING STORED OR SUBRENTED FOR YOU BY THE RENTAL HOUSE.** You are responsible for all Equipment which is picked up, stored or subrented by Rental Company for your ultimate use. Rental Company shall be acting as your agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by Rental Company for your benefit shall remain your responsibility.

3. RESTRICTIONS UPON THE USE OF THE EQUIPMENT

- a. **U.S. DOMESTIC USE ONLY, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING.**
- b. **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.
- c. **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.
- d. **YOU MAY NOT REMOVE OR COVER OVER ANY SERIAL NUMBERS, tags, nameplates, or identifying logos** on the Equipment showing ownership by Rental Company.

4. NO WARRANTY OR GUARANTY

RENTAL COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER OF THE EQUIPMENT. RENTAL COMPANY SHALL NOT BE RESPONSIBLE FOR THE EQUIPMENT'S PROPER

USE IN SERVICE AND YOU HEREBY WAIVE ALL REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF RENTAL COMPANY WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES).

5. EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

- a. 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.
- b. 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, freight pre-paid, for evaluation. Rental Company will make a determination of the source of problem for any missing/damaged equipment. If Rental Company determines that the problem was not caused by you, Rental Company will make a reasonable effort to promptly repair or replace the Equipment. In determining whether equipment should be replaced or repaired, Rental Company's judgment shall be binding upon you.
- c. 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.
- d. LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that during the Rental Period 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.
- e. AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, YOU MUST NOTIFY RENTAL COMPANY, AND FILE A POLICE REPORT or other applicable agency report (ie outside police jurisdictions such as airlines & TSA). In all instances immediately report any missing, lost, or stolen equipment to Rental Company and file a report with the local authorities.

6. RENTAL CHARGES AND LATE CHARGES

- a. RENTAL CHARGES AND PAYMENTS. You agree to pay Rental Company rent determined by the daily rates set on the attached equipment schedule ("Daily Rates"), for each and every day until all Equipment is returned to Rental Company's premises, as set forth below. All unpaid charges for rental and missing and damaged items may be deducted from any deposit made by you or charged immediately via invoice. Rental charges are subject to change without notice.
- b. DEPOSIT. Rental Company acknowledges receipts from you of the deposit, if any, shown on the Schedule. You agree to pay the remaining balance of all rental, taxes, insurance, damages, repairs, replacements, and other charges, immediately upon return of the Equipment, or the date due to be returned, whichever is later.
- c. YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Equipment Schedule or be subject to additional charges.
- d. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, or if Equipment is lost or stolen, destroyed or otherwise disappears or is not returned, you may be charged for lost rentals. The extended rental period shall apply only to the damaged, non-

working or missing item(s), of Equipment, unless the item(s) forms a part of other Equipment. There may be delays in repair or replacement attributable to causes beyond Rental Company's control. If requested you shall advance the money in order to allow Rental Company to repair or replace the equipment, or permit the costs thereof to be items to be deducted from any deposit made by you or charged immediately.

- e. WEEKENDS AND HOLIDAYS. When on a daily Schedule, you will be charged the daily rental rate for weekend days and Holidays.
- f. MINIMUM CHARGES. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

7. 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.

8. INDEMNIFYING THE RENTAL COMPANY

- a. You agree to indemnify and defend 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, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental period. 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.
- b. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA, 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 California. You irrevocably agree to the exclusive jurisdiction of the courts of California and/or the United States District Court for California 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. The prevailing party in any such action shall be entitled to recover its reasonable attorneys fee and cost in addition to any other award.
- c. WHEN THE CUSTOMER IS AN ENTITY, SUCH AS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP. The person(s) executing the Rental Agreement and each Schedule on behalf of such entity warrants that he/she has full authority of such entity to sign the Rental Contract and obligate the entity.
- d. DEFAULT AND BREACH OF TERMS. If you default on any of the terms, covenants and conditions of the Agreement, or fail to punctually make any of payments hereunder, or any execution or other writ or process shall be issued in any action or proceeding against you whereby the Equipment might become or appear to become in danger of being seized, taken or distrained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against you or your property, or if you shall enter into any arrangement or composition with your creditors, or in the event that any judgment is obtained against you, or if for any other reason Rental Company deems itself insecure, or the Equipment in jeopardy, then and in that event, Rental Company shall have the option of declaring the Rental Contract terminated and Rental Company may, without notice or demand, by process of law or otherwise, take possession of the Equipment and, for such purpose, may remove the Equipment, with or without force, and with or without notice of intention to retake the same, without being liable to you or any third party in any suit or action and you shall hold Rental Company harmless and indemnify and defend the Rental Company against any such claims or alleged liability to third parties. Nothing contained herein shall be construed to bar or prevent Rental Company, in the event of monies being due it for rental, repair, replacement, or other costs, from suing and

receiving the monies due it, and from repossession of the Equipment, the costs and expenses of which, inclusive legal fees, shall be borne by you. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by you.

- e. WAIVER. The acceptance and return of the Equipment shall not constitute a waiver by Rental Company or any claims that it may have against you, nor a waiver of claims for latent of patent damage to this Equipment. The Rental Contract may not be amended or modified except in writing, signed by both parties.
- f. TIME IS OF THE ESSENCE IN THIS RENTAL CONTRACT.
- g. ENTIRE AGREEMENT. The signed Equipment Schedule 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.

Dated: _____ 2016

Production Co _____
(print name)

By: _____
(print name and title)

By: _____
(sign name)

Jason G. Baffa
doing business as Jason Baffa Films

The Rental Period and Daily Rates

Project:

Rental Period:

Daily Rates:

ITEM	RATE	QTY	TOTAL
RED CINEMA CAMERA	\$1550.00	0	0
LENS PACKAGE / ASSORTED	\$0.00	0	0
		TOTAL DUE:	\$0