

**LIMAN VIDEO RENTAL CO. ("LVR")
TERMS AND CONDITIONS**

Lessee acknowledges having read, and agrees to be bound by the following terms and conditions herein and the terms and conditions on the reverse side of this Agreement all of which are incorporated herein.

- 1) All equipment is to be delivered to LVR no later than 10:00 A.M. on the Scheduled Return Date. Equipment not returned by 10:00 A.M. on the Rental End Date will be charged rent for the day.
- 2) LESSEE is responsible for the insurance on all equipment for the full replacement value against loss, damage, fire, water or act of god, as set forth herein.
- 3) LESSEE must provide proof of insurance prior to pickup or delivery of Equipment.
- 4) In the event that any of the rented equipment is lost, stolen, or returned damaged or in non-working condition, the Lessee shall be liable to pay rent at the rate set forth in the rental quote order form, until the Equipment has been repaired or replaced and returned to LVR's rental inventory. The extended rental period shall apply only to the damaged or non-working items, unless said item forms a part of other equipment. The Lessee also acknowledges that there may be delays in repair or replacement attributable to causes beyond LVR's control.
- 5) It is at sole discretion of LVR to determine whether to repair or replace any damaged or non-working Equipment.
- 6) It is agreed that the LESSEE ("Lessee") will test the camera(s) and/or other equipment herewith sold or rented ("EQUIPMENT") immediately upon pickup at LVR's place of business on the Pick Up Date set forth on the front page of this Agreement or, if such immediate testing is not practicable, within 6 hours from the Pick Up or Delivery Time and prior to utilizing the EQUIPMENT for any purpose. In the event the EQUIPMENT is not in good working order, LESSEE agrees to immediately notify LVR, in writing, and with specificity, that the EQUIPMENT is not in working order and to return the EQUIPMENT for replacement or repair to LVR immediately, but in no event more than 6 hours from the Pick Up or Delivery Time. Upon failure to both notify LVR and to return the EQUIPMENT as aforesaid, the EQUIPMENT will be deemed to be in good working order when delivered and while in the possession, custody, or under control of the LESSEE shall be the sole responsibility of the LESSEE, who hereby assumes sole and exclusive liability for the condition of the EQUIPMENT any and all consequences resulting from the use of the EQUIPMENT. In addition, LESSEE shall be solely liable for any and all latent and patent damage to the EQUIPMENT. LESSEE acknowledges that LVR has not made and does not make any express or implied warranties including, but not limited to, warranties with respect to fitness for a particular use or purpose. **LVR shall not, under any circumstances, be liable to LESSEE or any third party for consequential, incidental, special or exemplary damages arising out of or related to this Agreement.** LESSEE exclusively assumes all responsibility for injuries to person or property including, but not limited to, filmed sequences and all costs incurred in obtaining same, resulting from or attributable to the EQUIPMENT, without limitation or restriction. LESSEE agrees that it will not sublet EQUIPMENT or permit it to be used by any other persons or entities without the prior written consent of LVR, in each instance. This Paragraph 1 shall be applicable to all future rentals by LESSEE from LVR and shall be deemed incorporated by reference in all future leases and shall always be in effect in LESSEE's dealings with LVR hereafter.
- 7) At LESSEE's own cost and expense, LESSEE shall keep and maintain, in his or its own custody and control, at the LESSEE's address set forth herein, the EQUIPMENT in good state of condition or repair, reasonable wear and tear and fire or other casualty excepted, and shall return the EQUIPMENT to LVR subject to only reasonable wear and tear at the termination of the rental period. If the EQUIPMENT or any part thereof is not returned to LVR by reason of loss or theft or in LVR'S sole determination is returned to LVR damaged or otherwise not in good working order, condition and/or repair, LESSEE shall pay to LVR cash in the amount of the Full Replacement Cost (as such term is hereinafter defined), on account of the loss or damage to any EQUIPMENT or part thereof or LVR's cost of repair, as the case may be. In no event shall LVR be required to accept new or replacement equipment of any kind in place of lost, stolen or damaged EQUIPMENT, but shall in all cases be entitled to receive the Full Replacement Cost of any such EQUIPMENT or the cost of repairs thereof, in cash. "Full Replacement Cost" shall be the actual cost to replace the EQUIPMENT as of the replacement date with new (unused) first rate equipment of similar quality of the lost, stolen or damaged EQUIPMENT (but not necessarily the same model number) without regard to depreciation of the EQUIPMENT taken by LVR or the age of the EQUIPMENT at time of loss or damage.
- 8) The LESSEE further agrees to be an insurer of the EQUIPMENT for the period beginning on the Rental Start Date to and including the time at which the EQUIPMENT is returned to LVR, and agrees to insure LVR against any loss whatsoever, including, but not limited to, lost income to and including the date on which LVR receives payment in full for the EQUIPMENT at the Full Replacement Cost of the EQUIPMENT, should said EQUIPMENT be lost, stolen or missing, or broken or damaged otherwise than as the result of reasonable wear and tear.
- 9) The LESSEE shall not remove the EQUIPMENT from LESSEE'S address as set forth herein without LVR's express written consent. The LESSEE further agrees that the EQUIPMENT will not be taken from the ground by ship, boat, airplane or any machine used for air travel either lighter or heavier than air, without the prior written consent of LVR in each instance.
- 10) At the end of the term of this Agreement as set forth herein or as extended by agreement of LVR and LESSEE, or by reason of LESSEE's failure to timely return the EQUIPMENT to LVR, LESSEE shall deliver the EQUIPMENT to

LVR at LESSEE's own risk, cost and expense. LESSEE shall be responsible for the payment of all rental fees to LVR for the EQUIPMENT for the term of the rental and to and including the day the EQUIPMENT is actually returned to LVR. No allowances will be made for any portion of rented EQUIPMENT that was not used by LESSEE. In the case of the loss or theft of the EQUIPMENT, LESSEE shall be responsible for the payment to LVR of the applicable per diem rental fee until such time as the Full Replacement Cost of the EQUIPMENT is paid to LVR. In the case of damage to EQUIPMENT that, in LVR's sole determination, requires repair or replacement, LESSEE shall be responsible for the payment to LVR of the applicable per diem rental fee until such time as the damaged equipment is repaired and returned to LVR's rental inventory.

- 11) The LESSEE shall obtain and maintain for the entire term of this Agreement, at LESSEE's own expense but for the benefit of LVR, property damage, liability insurance business interruption insurance and insurance against loss or damage to the EQUIPMENT including, without limitation, loss or damage by fire, theft, water, or act of God, with an insurance company licensed to do business in New York State, or such other jurisdiction as may be acceptable to LVR, provided, however, that the amount of insurance against loss or damage to the EQUIPMENT shall be the Full Replacement Cost of the EQUIPMENT. Each insurance policy will name LVR as a loss payee thereon and, prior to Pick-up or Delivery Date, LESSEE will deliver evidence of insurance (as hereinafter defined) to LVR that such insurance policy is in effect, together with evidence of the payment in full of the premium thereunder. Evidence of insurance shall mean, in LVR's sole determination (a) a policy of insurance in full force and effect with endorsements covering the EQUIPMENT and LVR as a loss payee, or (b) an Accord Form (evidence of insurance) setting forth all insurance to be provided herein together with a letter from LESSEE'S licensed insurance broker or agent addressed to LVR stating that (w) such insurance policy is in full force and effect, (x) the premiums therefore have been paid, (y) the policy, together with all endorsements fulfill the requirements set forth in this Agreement, and (z) the following statement is included "Broker acknowledges that LVR is a third party beneficiary of its contract with its insured to provide such insurance and agrees that for purposes of delivery of this letter, it is acting as the agent of the LESSEE and it understands and agrees that LVR is relying on the representations of the broker set forth herein."
- 12) LESSEE shall at all reasonable times grant LVR or its agents free access to enter upon the premises where the EQUIPMENT is located or used and permit LVR to inspect the EQUIPMENT.
- 13) If the LESSEE shall default on any of the terms, covenants and conditions herein, or in timely making any of the rental fee payments, or if any exception of any other writ or process shall be issued in any action or proceeding against the LESSEE, whereby the EQUIPMENT may be seized, taken or detained or, if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or LESSEE's property, or if the LESSEE shall enter into any arrangement or composition with LESSEE's creditors, or in the event that any judgment is obtained against the LESSEE, then and in any such event LVR shall have the option of immediately retaking possession of the EQUIPMENT and for such purpose LVR, its agents and employees may enter upon any premises where the EQUIPMENT is located, and may remove the same therefrom, with or without force, and with or without intention to retake the same, without being liable to any or action or other proceeding by the LESSEE.
- 14) Upon LVR's retaking possession of the EQUIPMENT pursuant to the provisions of Paragraph 9 above, this Agreement shall terminate, without prejudice to any right or claim for arrears or rent, if any, or on account of any preceding breach or breaches of this Agreement or the loss of rental fees for the balance of the unexpired term herein, or for any other claim that LVR may have against the LESSEE.
- 15) The LESSEE shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the EQUIPMENT or this Agreement. LESSEE shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement or enter into any sublease of all or any part of the EQUIPMENT without the express prior written consent of LVR in each instance. The EQUIPMENT shall at all times remain under the immediate control, supervision and direction of the LESSEE personally.
- 16) The LESSEE agrees not to remove or cover the tag or name plate on the EQUIPMENT showing ownership of the EQUIPMENT by LVR, and shall not permit the name of any other person, association or corporation other than LVR to be placed on the EQUIPMENT as a designation that might be interpreted as a claim of ownership or the granting of a security interest to any other person.
- 17) The LESSEE hereby grants to LVR an option to terminate this Agreement for any reason on 24 hours' written notice to LESSEE, such notice to be made by facsimile transmission or e-mail and effective 24 hours after delivery to LESSEE. If this Agreement is terminated by LVR, the LESSEE shall immediately return the EQUIPMENT to LVR at LESSEE's sole risk and expense and in the same condition it was in at the start of the rental, reasonable wear and tear excepted, and LVR shall, upon return of the EQUIPMENT, refund to the LESSEE the unexpired portion of any rental fees paid in advance. Should LESSEE fail to return the EQUIPMENT as required under this Paragraph, the LESSEE shall pay a "failure to return equipment fee" equal to two times the applicable daily rental rate set forth in the rental quote order form for each day LESSEE fails to return the EQUIPMENT to LVR.
- 18) The acceptance of the return of the EQUIPMENT by LVR shall not be construed as a waiver by LVR of any claims that it may have against the LESSEE, nor a waiver of claims for latent or patent damage to the EQUIPMENT by LESSEE. LESSEE acknowledges that the EQUIPMENT will be examined by LVR for damages and/or for missing EQUIPMENT or portions thereof subsequent to the return of the EQUIPMENT and LESSEE shall be billed for any such missing or damaged EQUIPMENT within a reasonable time thereafter.

- 19) Lessee agrees to LVR's Terms and Conditions when LVR's rental contract is signed in absentia (when the equipment is picked-up by any common carrier, local delivery service, domestic / international freight forwarding service or any person authorized by the lessee) regardless if LVR or the lessee is paying for the shipping service.
- 20) This Agreement contains the entire understanding between the parties, including representations, and may not be modified, except by another agreement in writing, signed by both parties to this Agreement.
- 21) No terms, representations or warranties, express or implied, which are not set forth herein, shall be binding upon LVR.
- 22) The LESSEE represents and warrants that it is either a corporation, partnership, joint venture or other entity, duly organized, existing and qualified to do business in the State of New York and the person executing this Agreement on LESSEE's behalf is duly authorized to do so, or the LESSEE is a natural person over 21 years of age.
- 23) LESSEE acknowledges and agrees that, if payment of the rental fees hereunder are made by credit card, the authorization to be executed by the cardholder shall extend to initial rental fees and any additional fees, costs and expenses incurred by LESSEE due to the failure of LESSEE to timely return the EQUIPMENT for any reason whatsoever, including loss or damage of the EQUIPMENT, and for the cost to LVR of repairing or replacing missing or damaged EQUIPMENT or any portion thereof, all being deemed to be part of the normal, customary and agreed upon rental fees for the EQUIPMENT.
- 24) LESSEE shall indemnify LVR against, and hold LVR harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the EQUIPMENT, including, without limitation the generality of the foregoing, the delivery, possession, use, operation or return of the EQUIPMENT.
- 25) The LESSEE agrees to pay all reasonable attorney's fees and other costs incurred by LVR in protecting its rights or property under this Agreement, for a breach of this Agreement, or enforcing any of the terms, conditions or provisions of this Agreement, whether or not suit is instituted.

Company: _____
Please Print

Lessee: _____
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Signature: _____
Please Sign

Title: _____
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