

RENTAL AGREEMENT

RENTAL POLICIES

1. This RENTAL AGREEMENT ("AGREEMENT" or "CONTRACT") stating the standard rental policies, terms and conditions of NASHVILLE LIGHTING & GRIP, INC. ("NL&G" or "RENTAL COMPANY" or "COMPANY") must be signed by an authorized agent or officer of the production company, network, corporation or individual ("CUSTOMER") and returned to us prior to pick up or delivery of equipment.
2. Minimum rental period is one calendar day.
3. All rental rates are on a per-calendar-day basis. Multi-day discounts may be applicable for some equipment, but must be agreed upon prior to rental.
4. Equipment rentals are for agreed upon calendar days only. It is the CUSTOMER'S responsibility to return equipment on time. Unauthorized extensions beyond the agreed upon calendar days will be charged at full daily rate and a minimum of a one day charge.
5. Cancellations within 24 hours of rental period will be charged at 50% of the rental prices plus any labor, expenses or production costs incurred up to the point of cancellation.

PAYMENT TERMS

1. Payment in full is expected at the beginning of the rental period except where otherwise required or agreed upon by NASHVILLE LIGHTING & GRIP, INC.
2. Credit accounts will be granted only upon approval of credit application & prior to the rental period. If payment terms are granted, payment will be due within 10 days of the rental end. If payment is not received within 10 days, any applied discounts will be removed, and the balance of the invoice will be due. 1.5% per month (18% per annum) will be charged on accounts unpaid after 30 days from date of invoice.
3. We accept cash, business check, Visa, MasterCard & American Express. All invoices paid with a credit card will be assessed an additional 2.9% processing fee.

TAXES

1. Applicable state and local sales taxes are additional to the prices for rental equipment and expendable purchase items.
2. For tax-exempt sales, CUSTOMER must have an original Tennessee Sales Tax Exemption Certificate, which must be provided prior to rental or purchase.

TRUCK RENTAL & CREW REQUIREMENTS

1. When renting a truck, CUSTOMER must hire a driver/grip or driver/electrician with a current and valid driver's license. Only COMPANY approved driver/grips or driver/electricians will be allowed to drive and operate the grip trucks.
2. COMPANY may, from time-to-time, offer referrals for local freelance laborers, truck drivers and other crew member positions ("CREW"). Any and all CREW shall be determined by you to be duly licensed, trained and qualified to perform the services required by you and your production. COMPANY will in no way warranty or guarantee the CREW or their work. CREW will be working under the direction and supervision of CUSTOMER and for all purposes shall be covered as an additional insured on all of CUSTOMER'S applicable insurance policies.
3. If COMPANY is including CREW rates in the invoice, quoted CREW rates are based on a 10-hour day and 5-hour half day (Unless otherwise agreed to in advance and in writing). A hot meal and minimum 30-minute break is to be provided to the crew by the CUSTOMER every 5 hours minimum. Overtime rates apply to days longer than initially agreed. Crew will require a minimum of 8 hours turnaround time between days or the following day will be billed at overtime rates.
4. CUSTOMER is responsible for any tolls, permits, truck damage, parking fees and parking violations, if any are incurred during rental period.

LOST AND DAMAGED EQUIPMENT

1. CUSTOMER must check the order and verify that everything is present and in proper working order before removing it from COMPANY'S possession. Please notify COMPANY immediately if any items are missing, damaged or non-working. Once equipment has been removed from our facility, CUSTOMER is 100% responsible for any lost or damaged equipment.
2. IF YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE, you should notify the COMPANY of the problem and if necessary, return the equipment to the COMPANY for evaluation.
3. Burned out bulbs must be returned for credit. Broken or unreturned bulbs will be charged at list price without deduction for depreciation.
4. If by agreement, NASHVILLE LIGHTING & GRIP, INC. does deliver and/or pick up rented equipment to or from CUSTOMER, CUSTOMER shall be responsible for all loss and/or damages to the equipment from time of delivery until equipment is actually picked up or returned to our facility.
5. In the event of loss or damage to rented equipment, CUSTOMER agrees that the value of the equipment shall be equal to the manufacturer's current retail price (without deduction for depreciation), plus any shipping and/or taxes, when applicable.
6. In the event that any equipment is lost, stolen or damaged beyond repair, CUSTOMER shall immediately pay NASHVILLE LIGHTING & GRIP, INC. for the repair or replacement, plus any shipping and/or taxes, when applicable.
7. Acceptance of the return of the rented equipment does not waive claims against renter for latent or hidden damage to equipment.
8. CUSTOMER is also responsible for loss of rental income while equipment is being repaired or replaced. At no time will rental charges apply to purchase of equipment.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

1. The equipment may only be used by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the RENTAL AGREEMENT.
2. CUSTOMER shall not sublease, loan or rent the COMPANY'S equipment or assign the rental contract to any other person, company or corporation.
3. The equipment must at all times remain under the immediate exclusive control, supervision and direction of CUSTOMER and shall not be used in violation of any laws.
4. Do not remove or cover any serial numbers, tags, nameplates or identifying logos on the equipment showing ownership by the RENTAL COMPANY.



INSURANCE REQUIREMENTS

1. CUSTOMER MUST INSURE ALL EQUIPMENT. You shall, at your own expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. CUSTOMERS who do not accept damage/loss waiver must provide us with an ALL-RISK, ALL-LOSS Physical Damage/Miscellaneous Equipment Policy with a minimum of \$250,000 of replacement value, \$75,000 for any one piece of equipment. Prior to rental, CUSTOMER must provide an original Certificate of Insurance naming NASHVILLE LIGHTING & GRIP, INC as Additional Insured/Additional Loss Payee.
2. CUSTOMER must, at their own expense, provide a minimum of \$1 Million in General Liability Insurance.
3. CUSTOMER must, at their own expense, provide Workers Compensation Insurance with at least a \$500,000 Policy Limit.
4. When renting a truck, CUSTOMER must, at their own expense, provide a minimum of \$1 Million in Commercial Auto Liability and Physical Damage (Comprehensive/Collision) Coverage for non-owned/rented Autos or All Autos. Prior to rental, CUSTOMER shall provide an original Certificate of Insurance naming NASHVILLE LIGHTING & GRIP, INC as Additional Insured and Additional Loss Payee.
5. CUSTOMER agrees that above said policies shall provide primary coverage in relation to any and all other contributing insurance coverage.

RIGHT OF ENTRY AND INSPECTION

1. NASHVILLE LIGHTING & GRIP, INC 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 an owner, agent, employee or other representative of COMPANY access to the location of the equipment. If a breach of any of the provisions of the RENTAL AGREEMENT occurs, the RENTAL COMPANY has the right to remove all of the equipment without any liability to You, and without prejudice to the RENTAL COMPANY'S right to receive rent due or accrued to, including the date of removal of the equipment.

REPRESENTATIONS AND WARRANTIES

1. No warranty of performance is made for equipment beyond it being free from defects and in good working order when it leaves our facility. The equipment is offered for inspection and testing at the time of rental. NASHVILLE LIGHTING & GRIP, INC is not responsible for any loss resulting from the use of its equipment.

INDEMNIFICATION AND HOLD HARMLESS:

1. Equipment is used at CUSTOMER'S sole risk and CUSTOMER will indemnify and hold harmless NASHVILLE LIGHTING & GRIP, INC, it's owners, agents and employees from any and all losses, claims, damages, expenses and liability of any kind or nature whatsoever, including legal expenses arising out of the use, condition (including, without limitation, latent and other defects) possession 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

1. This agreement shall be interpreted under the laws of the State of Tennessee, USA, without regard to the place of its physical execution. It is agreed that venue shall be exclusively in Davidson County, Tennessee. In the event that legal action must be taken to enforce this AGREEMENT, in addition to damages, the prevailing party shall be awarded its costs including reasonable attorney fees.
2. If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this agreement shall nevertheless remain in full force and effect.
3. CUSTOMER agrees that any dispute arising under this contract shall be determined in accordance with laws of the State of Tennessee, in Davidson County, and further consents to the jurisdiction of the courts of Tennessee.
4. CUSTOMER agrees not to remove the rented equipment from the state of Tennessee without obtaining prior written permission from NASHVILLE LIGHTING & GRIP, INC.
5. This RENTAL AGREEMENT comprises and contains the entire agreement between the parties, including warranties and representations, if any, and may not be modified, except by another written rental contract signed by both parties. Nothing contained herein shall be deemed to create a joint venture and/or an agency relationship between the parties hereby.

Nashville Lighting & Grip, Inc. RENTAL AGREEMENT

Customer (Company) Name:

Address:

City:

State & Zip Code:

Telephone #:

E-Mail Address:

Printed Name of Company's Authorized Agent:

(Person responsible for paying this contract)

Authorized Agent's Signature:

Date:

(Please fill out completely; initial page 1 and sign page 2. Both pages of rental contract must be returned before rental can begin.)



CREDIT CARD CHARGE AUTHORIZATION FORM

PLEASE COMPLETE ALL AREAS BELOW (To be completed by cardholder)

<input type="checkbox"/> Corporate Card	<input type="checkbox"/> Personal Card
Cardholder Name: _____ Company: _____	
Credit Card Billing Address: _____	
City: _____	State/Province: _____
Zip/Postal Code: _____	Country: _____
Daytime Telephone: _____ ext. _____ Fax Number: _____	
E-mail: _____	
Card Number: _____ Exp Date: _____	
Security ID Code (from back of card): _____ <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover	

*Please include a copy of both front and back of credit card and cardholders I.D. We reserve the right to verify the provided information with your credit card issuing bank.

BY SIGNING THIS FORM YOU CONSENT TO THE FOLLOWING:

I hereby authorize Nashville Lighting & Grip, Inc to charge my credit card as shown above for: Rental Charges, purchases, damage to equipment, lost or unreturned equipment, late equipment return, extended rental charges, returned check for any reason, expendables, fuel or mileage charges, rescheduled purchases or rentals or any other charges covered in the rental agreement or bill of sale.

I also understand that I am not limited to any specific amount of authorization. I am authorizing Nashville Lighting & Grip, Inc to charge the credit card as shown above for any unpaid balance of this purchase or rental.

I authorize Nashville Lighting & Grip, Inc to release equipment to my representative and that the equipment does not need to be shipped to the above credit card address to be a valid charge.

I also acknowledge that an email copy or fax copy of this document shall constitute the same consent as an original copy

A 2.9% convenience fee may be applied to all credit card charges

I HAVE READ THE ABOVE, UNDERSTAND AND CONSENT TO IT:

Signature _____ Date _____