



Rentals | Sales | Service

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## RENTAL TERMS AND CONDITIONS

Date: \_\_\_\_\_

Company/Name of Insured:

Address:

City, State, ZIP:

Project Title:

Camera Prep:

First Shoot Day:

Last Shoot Day:

Equipment Return:

1. Customer acknowledges that he/she has examined and treated the items of equipment listed herein and that the same are in good working condition and are free from visible damage and defects, and accepts the same as is, and without any rental reductions or claim. Therefore, Customer acknowledges that this equipment is leased without warranty or guarantee of any kind, expressed or implied, and that Slow Motion Digital, Inc. assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Customer shall return to Slow Motion Digital, Inc. at customer's expense, for exchange for other equipment, subject to availability, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve customer of responsibility in the event of damage, destruction or non-return.

2. This equipment, or any other part thereof, may not be removed from the County of Los Angeles, State of California, without the prior written consent of Slow Motion Digital, Inc. endorsed herein. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of Customer and in strict accordance with the laws of its location and with the use contemplated in this agreement. Customer shall keep the equipment leased hereby in Customer's sole custody and shall not permit the leased equipment to be used in violation of any federal, state, or municipal statutes, rules, or regulations and indemnify and hold Slow Motion Digital, Inc. harmless from any and all fines, forfeitures or penalties and for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without the prior written consent of Slow Motion Digital, Inc. endorsed herein.

3. Return, Repair, or Damages: If any item or equipment is returned in damaged or destroyed condition or if any of the equipment is not returned for any reason (including, but not limited to, destruction, confiscation, theft, or act of God), customer shall pay to Slow Motion Digital, Inc. within ten days from date on invoice by Slow Motion Digital, Inc. the retail replacement cost of such item(s), without deduction of wear or depreciation. If any item is returned in repairable, but in damaged condition, customer shall pay to Slow Motion Digital, Inc. within ten days of invoicing by Slow Motion Digital, Inc. the actual cost of such repairs. Customer is fully responsible to pay immediately and upon notification up to the full amount of its insurance deductible to Slow Motion Digital, Inc. to cover any costs or claims whatsoever that may arise with regard to the rental. The decision to repair or replace the equipment shall be in the sole discretion of Slow Motion Digital, Inc. Notwithstanding anything to the contrary, and when the customer pays Slow Motion Digital, Inc. for the loss or repair cost herein, customer shall be responsible for the rental of the damaged or lost equipment until such invoices for the damaged or lost equipment is paid for by customer and equipment is actually repaired or replaced and available for renting. The rental for this down time period shall be computed at the rate of three times the rate per week. Customer acknowledges that there may be delays in repairs or replacement that are beyond the control of Slow Motion Digital, Inc. Delays by the insurance carrier for the customer shall not reduce or be grounds for any adjustments in the rental charged, nor for the down time period calculation. The acceptance of the returned equipment is not to be deemed a waiver of any of the rights Slow Motion Digital, Inc. may have, or a waiver of any latent or patent damages to the equipment that Slow Motion Digital, Inc. may have against Renter. Slow Motion Digital, Inc. shall have one week to inspect returned Equipment for any damages, wear, and tear and/or excessive cleaning required or missing items. Slow Motion Digital, Inc. will notify Customer of any issues via mail or email within one week after Equipment is returned.

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4. The last rental day shall be the day of return if such return is after 10a.m. When on daily schedule, daily rate will be charged for Sundays and holidays if equipment is used. Weekly Rate: Our weekly camera rates are based upon three times the daily rental rate stated on the Rental Contract. All orders shipped out of the State of California are subject to the minimum rental charge. Terms of payment are COD unless otherwise stated on Additional Lease Agreement. After 30 days, accounts are considered past due and for each month or part of a month thereafter, an interest amount of 2% compounded daily on the balance due, plus an administrative charge not exceeding \$50.00 will be added. If Slow Motion Digital, Inc. places the account in the hands of an attorney for collection, Customer agrees to pay actual attorney fees and costs for the enforcement of any provision of this agreement, whether or not a lawsuit is filed. Rental rates will not be applied to the purchase price of any equipment listed herein.

5. Title & Ownership: Customer specifically acknowledges Slow Motion Digital, Inc.'s superior title and ownership of the equipment and shall keep the equipment free of all liens, levies, assessment and encumbrances. Customer acknowledges that he/she shall be responsible for all taxes, transportation charges, duties, broker fees, bond and all other costs, fees and assessments imposed upon the leasing or use of said equipment. Customer agrees not to remove or cover the tag or nameplate on equipment showing ownership by Slow Motion Digital, Inc.

6. Right of Entry: Upon termination of lease period or upon breach of any provision thereof, or in the event of a proceeding in bankruptcy or assignment for the benefit of creditors with regard to Customer, or levying of any legal process upon any item of equipment herein described, or upon any use of equipment in derogation or violation of Slow Motion Digital, Inc.'s superior title and ownership, Slow Motion Digital, Inc. and its agents shall be at liberty at any time thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purpose and without prejudice to Slow Motion Digital, Inc.'s right to receive rent due or accrued to and including date of removal of said equipment.

7. Indemnity & Liability: Customer agrees to indemnify and to hold Slow Motion Digital, Inc. 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 or the personnel provided hereunder, including without limitation the manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment. Slow Motion Digital, Inc. shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise resulting from any delay, detention, late delivery, non-delivery, defect or deficiency in leased equipment or other materials supplied, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any other personnel or service provided by Slow Motion Digital, Inc.

8. Insurance: Customer shall, at his/her expense, all times from the time of delivery of the customer, maintain property damage insurance in the amounts and with insurance companies satisfactory to Slow Motion Digital, Inc., protecting Slow Motion Digital, Inc. as an additional insured and providing for 10 days' written notice to Slow Motion Digital, Inc. before any policy shall be modified, or canceled. Prior to pick up of rental equipment, customer shall deliver to Slow Motion Digital, Inc., a complete copy of the insurance policy naming Slow Motion, Inc. as an additionally insured and loss payee with coverage satisfactory to Slow Motion Digital, Inc.

Should customer fail to procure or pay the cost of maintaining in force the insurance specified on previous pages or provide Slow Motion Digital, Inc. upon request with the satisfactory evidence of the insurance, Slow Motion Digital, Inc. may but shall not be obligated to, procure the insurance, and customer shall reimburse Slow Motion Digital, Inc. on demand for its cost for said sum as well as any other expense or cost insured by Slow Motion Digital, Inc. as a result of lapse or cancellation of the required insurance and said acts shall constitute an immediate and automatic default by customer under this agreement.

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9. Foreign Use: All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. Slow Motion Digital, Inc. will furnish Customer with a statement giving serial numbers, country of origin and value of equipment at Customer's request. Adequate bonds and customs fees are to be provided by and paid for by Customer. Any delay due to the customer's failure to register leased equipment, or is held up in any way shall be charged as a normal day until equipment is returned to Slow Motion Digital, Inc.

10. Shipping Cost: All air or surface shipments of leased equipment made on the behalf of Customer by Slow Motion Digital, Inc. will be shipped collect for freight charges and insurance. All leased equipment returned to Slow Motion Digital, Inc. by Customer must be shipped prepaid.

11. This agreement shall be governed by the laws of the State of California, and the County of Los Angeles shall be venue for any legal action. Should any legal proceeding arise out of this agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses, including attorney's fees.

12. If Customer is a corporation or business entity, and the person signing this agreement on behalf of such corporation or business entity hereby warrants that he/she has full authority of such corporation or business entity, to sign this agreement and obligate the corporation or business entity. Said person and the corporation or business entity shall be jointly and severally liable for all rentals, expenses and cost and all other sums that may be at any time due and owing to Slow Motion Digital, Inc. under the terms of this agreement, unless otherwise noted.

13. Screen Credits: A condition of rental is that screen credits are to be ending credits. They are to be shown as follows: "Camera and Lenses provided by Slow Motion Digital, Inc."

14. Deals/Discounts: Any deal made or discount given between Slow Motion Digital, Inc. and Lessee(s) shall be for the full span of project. Early termination of contract or early equipment return voids the discount and Lessee(s) is subject to pay full list price for rental. If project goes past the date listed in this agreement, Lessee(s) pays full list price of rental for the remainder of said project.

15. Lenses: If lenses are rented as a complete "set" then lenses must be returned as a complete set. If aforementioned set of lenses is returned incomplete, Lessee(s) continues to pay for full set of lenses until complete set is returned.

16. Customer acknowledges that any equipment used in areas containing sand, dust, dirt, salt, water, or any other elements for any period of time during span of this agreement will require mandatory service upon return. Cameras, lenses, camera support, and accessories returning from locations such as (but not limited to) the desert or beach areas will be charged at our current service rate of \$100 per hour.

17. This agreement expresses the entire agreement between the parties and any change there to must be in writing.

18. Customer hereby certifies that he/she has read and fully understands all provisions of this agreement prior to executing this agreement.

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**ATTENTION:** IF RENTED EQUIPMENT IS NOT RETURNED BY 10:00 A.M. ON RETURN DATE SCHEDULED IN THIS AGREEMENT, CUSTOMER WILL BE CHARGED RENT FOR THAT ENTIRE DAY, AND EVERY DAY PAST DUE SCHEDULED DATE IN THIS AGREEMENT.

IF RENTED EQUIPMENT IS RETURNED INCOMPLETE, CUSTOMER PAYS FOR EACH INDIVIDUAL ITEM SEPARATELY.

ACCRUED RENTAL PRICES DO NOT APPLY TOWARD PURCHASE PRICE.

CUSTOMER IS RESPONSIBLE FOR INSURANCE ON ALL EQUIPMENT, AS PER CLAUSE NO. 8.

\_\_\_\_\_  
Individual Title Corporation

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Authorized Signature Date