

Seattle Grip & Lighting
1050 West Nickerson St | Seattle, WA 98119

Terms and Conditions (effective date August 6, 2015)

These terms and conditions are incorporated as part of the rental contract (the "Rental Contract") between you and Seattle Grip & Lighting Company, ("Rental Company"), and apply to all the equipment, vehicles, and/or facilities (the "Equipment"), and equipment not owned by Rental Company or within Rental Company's area of equipment expertise ("Sub-Rented Equipment") rented for you.

PRE-PRODUCTION - TESTING THE EQUIPMENT

TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES). You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order prior to taking delivery of it. After completing your tests you must notify Rental Company of any defective or inoperable Equipment immediately upon discovering the defect. Unless you notify Rental Company of a defect or problem with the Equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you. You are responsible for any damage you cause to Equipment, property, or person(s), during testing.

DELIVERY

YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that the Equipment is satisfactorily tested by you or tested for you, and set aside from Rental Company's general rental inventory for your use.

YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your premises, and while in use, storage, or on the company premises.

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) 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 had been compiled, if needed; 3) any and all rented facilities, including, but not limited to, the studio and/or office space, has been returned to broom clean condition; and 4) the term of the Rental Contract has expired. All conditions must be met unless the Contract is amended by written agreement of you and the Rental Company. You will be charged \$50.00 per hour to clean any and all rented facilities, including, but not limited to, the studio and/or office space, that are not returned to broom clean condition.

YOU ARE RESPONSIBLE FOR ALL EQUIPMENT BEING STORED FOR YOU BY RENTAL COMPANY. You are responsible for all equipment (including but not limited to camera(s), props, sets & wardrobe) which is picked up or stored by Rental Company for your ultimate use. Rental Company shall be acting as your agent in storing property which belongs to third parties. All risks of physical loss or damage to property that is transported or stored by Rental Company for your benefit shall remain your responsibility. You agree to pay all costs and fees incurred by Rental Company when acting as your agent.

YOUR RENTAL OF ANY FACILITY IS TEMPORARY AND LIMITED. Your rental of any facilities, including, but not limited to, the studio and/or office space is limited to the areas agreed upon by the parties. Any such facility rental does not constitute a transfer of any property interest from the Rental Company to you. The Rental Company may re-enter the facility at any time without notice and may ask you to leave the facility for good cause without notice. Parking is not guaranteed with any rental and is available on a first come, first serve basis. If studio space is rented, you may paint the space using interior flat latex paint only, provided you repaint the space white (or employ The Rental Company to do so) before or at the expiration of your rental term. If the office space is rented, you shall not paint, modify, or alter the space.

SUB-RENTED EQUIPMENT

YOU ARE RESPONSIBLE FOR ALL SUB-RENTED EQUIPMENT. As part of its service, Rental Company makes best efforts to accommodate client production needs; this sometimes includes sub-renting equipment not owned by Rental Company or within Rental Company's area of equipment expertise. In the event that you have Rental Company act as your agent to obtain additionally needed equipment not available from Rental Company, you agree to remain fully liable for the sub-rented equipment, you agree to any terms and conditions of the supplier, and you agree to indemnify Rental Company—acting as your agent to provide such sub-rented equipment. You agree that Rental Company assumes no liability or responsibility for sub-rented

equipment and that you will remain responsible for repair or replacement of sub-rented equipment if necessary due to any damage occurring after its sub-rental on your behalf.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

LOCAL USE ONLY, UNLESS OTHERWISE AGREED. Geographic restrictions can be removed from the Rental Contract by mutual agreement between you and Rental Company.

USE BY QUALIFIED TECHNICIANS ONLY. The Equipment shall be used only by your duly qualified employees and/or agents. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws, safety codes or standards. You understand and agree that some of the Equipment you may choose to rent is considered high-voltage Equipment that can be dangerous or life threatening if used improperly. You further warrant that when renting and using high-voltage Equipment only qualified and experienced technicians will operate the equipment and will do so in accordance with the manufacturer's operating instructions, guidelines, and safety standards.

ASSIGNMENT AND SUBLEASE. You may not sublet the Equipment or assign its rights under the Rental Contract without the written consent of Rental Company and subject to the terms of the Rental Contract.

NO WARRANTY OR GUARANTY

Equipment is rented to you without warranty and guaranty of any kind, expressed or implied, and Rental Company assumes no responsibility unless agreed to in writing.

EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD HAS BEEN DAMAGED, LOST or DESTROYED, you should 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 reasonable effort to repair or replace the Equipment in the shortest amount of time.

LOST, DAMAGED, STOLEN, OR DESTROYED EQUIPMENT.

In the event that after delivery to you, any Equipment is lost, stolen, damaged beyond repair, destroyed, 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 deductions of the extent of the damage and required repairs or depreciations. If you return damaged equipment, Rental Company will make a determination of the extent of the damage and 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, you agree that the Rental Company's judgment shall be final.

AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY, AND FILE A POLICE REPORT.

RENTAL CHARGES AND LATE CHARGES

YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract. A full additional day's rental will be charged for any Equipment not returned by 10:00AM on the day after the last rental day. Full day rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. Failure to promptly return Equipment may result in a civil action against you, or **CRIMINAL PROSECUTION** under one or more State of Washington statutes, including RCW 9A.45.062: Failure to Deliver Leased Property and RCW 9A.56.030-050: Theft.

IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NONWORKING CONDITION, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) is a component of other equipment. There may be delays in repair or replacement attributable to causes beyond Rental Company's control. The acceptance of the return of the Equipment by Rental Company is not a waiver by Rental Company of any claims that it may have against you.

RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to Rental Company. If requested, you shall advance the money in order to allow Rental Company to repair or replace the damaged Equipment.

WEEKENDS AND HOLIDAYS. When on a daily schedule, you will be charged the daily rental rate for weekend days and holidays

if the Equipment is used.

CREDIT INFORMATION AND PAYMENT TERMS

PAYMENT TERMS. Payment for rental invoices, and loss and damage invoices are payable upon receipt of invoice or payable according to the payment terms provided to you by Rental Company prior to the delivery of the Equipment. Amounts due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. If Rental Company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay Rental Company directly or as directed by Rental Company or its agent.

RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment.

CANCELLATION PENALTIES. Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses Rental Company may sustain because of your cancellation of all or part of an order. There is no payment necessary or payment penalty associated with placing a hold on Equipment or studios for non-reserved calendar dates. However, upon another interested party attempting to reserve Equipment or studio space for the same date or dates, you will be provided 24 hours written notice of your need to confirm the hold you previously made. Once you "confirm, lock, or book" the previously held dates, Equipment, and/or studio space, you commit to these Terms and Conditions, the associated Rental Contract, and agree to pay Rental Company's invoice for confirmed, locked, booked studio dates and Equipment. Charges for cancellations or postponements of confirmed, locked, or booked dates will be as follows: Large Studio rate of \$2600.00 per day; Small Studio rate of \$1300.00 per day; Equipment rate as specified in Rental Contract; and, for location rentals off Rental Company premises, you agree to pay 50% of the quoted Rental Contract fee for cancellations occurring within 24 hours of the intended commencement date for the rental period.

INSURANCE REQUIREMENTS

YOU MUST INSURE ALL THE 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. Coverage must begin from the time you or your agents accept delivery of the Equipment and continue until the time the Equipment is returned. Upon request, you shall deliver to Rental Company evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of Equipment. Such insurance shall be written by reputable insurers acceptable to Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding the provisions of this paragraph, you shall remain primarily liable to Rental Company for full performance under the terms and conditions of Rental Contract. Rental Company may enforce its remedies directly against you without resort to your insurance.

PROPERTY INSURANCE. Your Insurance shall name Rental Company as Loss Payee for loss or damage to property rented Equipment; shall cover "All Risks" of loss or damage for Equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk.

LIABILITY INSURANCE. Your Insurance Policy shall name Rental Company as an additional insured on your liability insurance and your liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimum policy limits; Commercial General Liability: \$1,000,000 per occurrence & annual aggregate, and if applicable, Automobile Liability: \$1,000,000 combined single limit. If you plan to use hazardous materials, including, but not limited to, fire or highly flammable materials, during the term of the Rental Contract, you shall obtain special permission from the Rental Company and you shall be responsible for any additional insurance coverage required for such use.

THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurers shall agree that the rights of Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you other than non-payment of insurance premiums.

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.

INDEMNIFYING RENTAL COMPANY

You agree to indemnify Rental Company and to hold Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses that arise from the use, condition (including, without limitation, latent, and other defects) or operation of 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.

You further agree that use of Rental Company's premises to store or locate your property does not constitute the formation of a bailor-bailee relationship between you and Rental Company.

MISCELLANEOUS ASPECTS OF THE RENTAL CONTRACT

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. The Rental Contract shall be deemed to have been made in the County of King. The undersign person agrees that venue is proper in King County and any legal action will be pursued in King County, Washington. The prevailing party is entitled to reasonable attorney's fees and costs required to enforce any provisions of the Rental Contract.

The person executing the Rental Contract warrants that he/she has full authority to obligate his/her principals to these terms.

ENTIRE AGREEMENT. The Rental Contract and these signed Terms and Conditions constitute the entire agreement between you and Rental Company. Any changes must be made in writing and agreed to by both parties.

The Terms and Conditions are understood and agreed to by:

Customer/Lease _____

Signature _____

Printed Name _____

Title _____

Date _____

If other than the renter, signer represents that he or she is an agent for and authorized to sign for renter.