

# EQUIPMENT RENTAL AGREEMENT



rentals@cinderatlanta.com  
(t) (404) 973-2728 www.CinderAtlanta.com

**Customer** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City/State/ZIP** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

Cinder Lighting & Grip, LLC (The Lessor) hereby agrees to lend film production equipment to the Customer for the dates specified in accompanying quotations, invoices, or itemized lists of equipment to be rented (The Rental Period). In return, the Customer agrees to honor the accompanying invoice(s) according to the payment schedule detailed below. The Customer also understands that the Lessor reserves the right to make reasonable adjustments to the invoice(s) due to circumstances that may arise during the rental period (e.g. if equipment is damaged or lost during the rental period, a surcharge will be added for repair or replacement of that equipment). Any additional fees and costs will be itemized on a second invoice, to be delivered at the completion of the rental period. Both parties agree to adhere to the below-stated terms and conditions.

**REPRESENTATION & AGREEMENTS** An itemized list of equipment to be included under this rental agreement accompanies this contract. All equipment is provided with an appropriate case or container. Any accessories or pieces also included in such cases or containers as well as the cases or containers themselves are to be considered covered by this agreement. The Customer agrees that they have selected the equipment without relying upon any suggestion or recommendation of the Lessor and the Customer understands and agrees that the Lessor assumes no responsibility for the equipment as being fit for any particular purpose. The Customer agrees that the Lessor shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays and that the Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the equipment necessitated as a result of customer's usage, possession, transportation, or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors.

**PICKUP & RETURN** Unless otherwise stated, the Customer assumes all responsibility for picking up and returning the equipment at the rental facility during normal business hours. If the Lessor delivers and/or picks up the equipment, the Lessor will be responsible for the risk of loss in transit while the equipment is in the custody of the Lessor and the Customer will be responsible for transportation costs.

— It is the responsibility of the Customer to inspect and test all equipment at the time of pick up or delivery and, to avoid later surcharges, immediately notify the Lessor of any items that are defective, missing, or not as described.

**NON-FUNCTIONAL/DAMAGED EQUIPMENT** The Customer shall immediately notify lessor of any malfunction and/or damage of any Equipment. In the event equipment is not functioning and/or damaged other than as a result of customer's negligence or willful acts, customer shall have the option of accepting other like Equipment in exchange for the non-working equipment or returning the non-working equipment should the Lessor not be able to provide substitute equipment in a timely fashion. The rental charges for all such non-working Equipment returned to lessor shall be abated from the time of acceptance and return to lessor. Rental charges shall accrue and be owed for any replacement Equipment.

**LATE RETURN POLICY** Unless otherwise arranged and agreed to, Rented vehicles must be returned by 9AM EST of the day following the final day of the Rental Period.

Equipment rented and loaded into the Customer's provided vehicle must be returned by 12PM EST on the business day following the final day of the Rental Period. The Customer agrees to pay a surcharge of the full day rate per day for any equipment which is kept past the deadline of the return date, whether or not the equipment is a full day late or only a smaller portion of a day late. The Customer acknowledges that any discounts applied during the rental period may not apply to any additional days the equipment is kept. Any such charges will be listed on an invoice that will be delivered to the Customer after the equipment has been returned to the Lessor at the end of the rental period, and the Lessor has performed an inspection of the equipment.

**RISK OF LOSS** The Customer assumes all risk of loss whether or not covered by the Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of the Lessor, its employees, agents, or contractors. The Customer is deemed to have taken constructive possession of the equipment the moment equipment is in customer's custody and control (i.e. customer has picked up the equipment from the Lessor and/or the Lessor has delivered the equipment to the Customer). The Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit conducted by the Lessor, its employees, agents, or contractors) at all locations named and unnamed, at all studios, while on the Customer's premises, and while in the Customer's use.

**INSURANCE** The Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all equipment and vehicles rented hereunder, from all sources, as herein provided. All equipment shall be insured for the full replacement cost without deduction for depreciation. All vehicles shall be insured at actual cash value. In addition, all equipment and vehicles shall be insured for actual verifiable loss of use of the equipment or vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the equipment or vehicles, as computed for the period of time the equipment or vehicle(s) is being repaired and/or replaced not to exceed 90 days). The Customer shall deliver to the Lessor evidence of the Customer's insurance coverage prior to the Customer taking either constructive or actual possession of the equipment and/or vehicle(s). The Customer will forward a Certificate of Insurance evidencing the Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to lessor that complies with coverage requirements as enumerated within this rental agreement.

— Property Insurance: The Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name the Lessor as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to lessor before any policy shall be modified or cancelled. In determining whether the Equipment (not including vehicles) shall be repaired or replaced, the Lessor's judgment shall be conclusive. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. The Lessor will not accept insurance covering the equipment that contains a theft exclusion from unattended vehicle(s).

— Liability Insurance: The Customer shall name lessor as an Additional Insured on their liability insurance. The Customer's liability insurance shall meet the following minimum limits: Commercial General Liability: \$1,000,000 per Occurrence and Annual Aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 Combined Single Limit and Hired Physical Damage. The Customer is responsible for all deductibles on Hired Auto Physical Damage regardless of cause.

**PRIMARY AND NON-CONTRIBUTORY** The Customer's insurance coverage shall be primary insurance as it relates to any claims related to its activities, projects, rental and the Lessor and its, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, employees, or volunteers shall be excess of the Customer's insurance and shall not contribute with it in any way.

**WAIVER OF SUBROGATION** Neither party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any equipment, vehicle, building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees) if such loss or damage is covered by insurance benefitting the party suffering such loss or damage. Lessor and Customer shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

**INDEMNITY** The Customer agrees to indemnify and hold harmless and defend the Lessor, its member(s), officers and employees from and against all claims and suits, whether or not involving a third party claim, for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Lessor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Lessor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

**HOLD HARMLESS** The Lessor can not be held responsible for any property damage or personal injury associated with the use of the equipment by the Customer or their subcontractors during the rental period and any days the equipment is held by the Customer outside of the rental period.

**GUARANTEE OF PAYMENT** Customer and the undersigned principal(s), member(s), and other officer(s) hereby guarantees to Lessor the payment of any obligations created under this Agreement. Payment in full, in accordance with provided invoice(s) or quotation(s), is required to be paid prior to pick up of the equipment, or, if arranged separately and in advance, by any specific payment terms listed on the invoice. An additional invoice(s) may be delivered to the Customer after the equipment has been returned to the Lessor at the end of the rental period, and the Lessor has performed an inspection of the equipment. Any damages or losses will be itemized on the additional invoice(s).

— All new customers will be required to complete a credit card authorization document. Unless another form of payment is provided, said credit card will be charged the amount represented on the invoice and any subsequent invoices. The Lessor agrees to make a reasonable attempt to notify the Customer of this action before charging the card.

— If for any reason said credit card cannot be or is not charged for the amount represented on the invoice(s), then the Customer agrees to deliver payment of the full amount stated on the invoice minus any fees already paid within thirty (30) business days. Acceptable forms of payment for all charges are Credit Card, ACH or Wire transfer, cash or check made payable to the Lessor. The Lessor cannot provide change for cash transactions.

— Unpaid invoices will incur a late fee of the lesser of 1.5% or the maximum rate allowable by law of the past due amount per month, beginning the 31st day after the invoice date.

— In the event of any suit or action is instituted to collect payment and/or enforce or interpret any provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including but not limited to reasonable attorneys' fees, collections fees, and filing fees.

**RENEWAL OF AGREEMENT** The Customer and The Lessor agree that, excepting the creation and signing of a new Agreement by both parties at such a time, the terms and conditions of this Agreement will automatically renew and apply to any and all future lending of film production equipment by the Lessor to the Customer. Any dates for specific invoices or quotations discussed in person or in writing are intended for reference purposes only, and do not imply any built-in expiration of the Agreement.

**ENTIRE AGREEMENT** This Agreement and all language included in any "New Customer Information" form or other Payment Authorization document completed by the Customer contains the entire understanding between the parties. This Agreement can only be modified in writing signed by both parties. The parties agree that any dispute arising from or under this Agreement shall be determined in accordance with the law of Georgia and submit to the exclusive jurisdiction of the courts of the State of Georgia and the United States District Court having jurisdiction over Fulton County, Georgia. The Customer and Lessor both waive any claim that the suit or action has been brought in an inconvenient forum and the right to claim that court lacks jurisdiction over that party.

By signing below, the parties hereby confirm they have read and understood the terms and conditions of this contract and agree to the payment schedule, damage policy, and other regulations stipulated in the contract.

**CINDER LIGHTING & GRIP LLC**

Ben Lambeth, Partner

**CUSTOMER**

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# NEW CUSTOMER INFORMATION



A completed Customer Profile, Credit Card Information, and signature is required for all orders. In most cases, cards are charged at the time of pick up, and in the case of any damages/late fees.

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## CUSTOMER PROFILE

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|                              |   |
|------------------------------|---|
| <b>Company Name</b> _____    | <b>Company Type</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |
| <b>Street Address</b> _____  | <b>Contact Name</b> _____   |
| <b>City/State/ZIP</b> _____  | <b>Employer ID Num</b> _____  |
| <b>Primary Phone</b> _____   | <b>Email Address</b> _____  |
| <b>Secondary Phone</b> _____ | <b>Website</b> _____  |

## CREDIT CARD INFORMATION

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|  |   |
|--|---|
| <b>Cardholder Name</b> _____                       | <b>Account Type</b> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard |
| <b>Card Number</b> _____                           | <input type="checkbox"/> AMEX <input type="checkbox"/> Discover                       |
| <b>Expiration Date</b> _____ <b>Zip Code</b> _____ |   |

Companies wishing to apply for a credit account with Cinder Lighting & Grip should complete the below sections. Benefits of opening an account include Net 30 invoicing on all orders, faster order processing, and no fees on bank/eCheck transactions.

**Preferred Payment Method**  Charge Credit Card  Check/PO  eCheck/ACH Transfer  
COMPLETE BOXES 1, 2, & 5 ONLY MUST COMPLETE ALL FIELDS ON THIS FORM

## BANK INFORMATION

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|                             |  |
|-----------------------------|--|
| <b>Bank</b> _____           | <b>Name on Account</b> _____   |
| <b>Account Number</b> _____ | <b>Account Type</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings |
| <b>Routing Number</b> _____ | <input type="checkbox"/> Business Checking <input type="checkbox"/> Business Savings   |

## TRADE REFERENCES

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|                              |                            |
|------------------------------|----------------------------|
| <b>1. Company Name</b> _____ | <b>Contact Name</b> _____  |
| <b>Street Address</b> _____  |                            |
| <b>City/State/ZIP</b> _____  | <b>Email Address</b> _____ |
| <b>Primary Phone</b> _____   | <b>Website</b> _____       |
| <b>2. Company Name</b> _____ | <b>Contact Name</b> _____  |
| <b>Street Address</b> _____  |                            |
| <b>City/State/ZIP</b> _____  | <b>Email Address</b> _____ |
| <b>Primary Phone</b> _____   | <b>Website</b> _____       |

**GUARANTEE** I (we) hereby guarantee to CINDER LIGHTING & GRIP LLC the payment of any obligations of the Organization. I hereby authorize CINDER LIGHTING & GRIP LLC to make charges to my debit/credit card and ACH transfers from my bank account, which is identified by the above information and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until CINDER LIGHTING & GRIP LLC is notified by me (us) in writing to cancel it at such a time that all outstanding obligations of the organization have been settled and in such time as to afford CINDER LIGHTING & GRIP LLC and Credit Card company a reasonable opportunity to act on it.

**PAYMENT SCHEDULE** I understand that in most cases CINDER LIGHTING & GRIP LLC will charge my (our) credit/debit card before any equipment is picked up, services rendered, or sale executed. However, there is no expiration time for CINDER LIGHTING & GRIP LLC's right to charge my (our) card for rentals, services, and sales. Should additional fees or expenses be incurred in association with a service, the right to make such charges will also have no expiration.

By signing below, I (we) hereby confirm to have read and understood the terms and conditions of this contract and agree to the payment schedule and other regulations stipulated in the contract.

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|                                   |                    |
|-----------------------------------|--------------------|
| <b>Authorized Signature</b> _____ | <b>Title</b> _____ |
| <b>Printed</b> _____              | <b>Date</b> _____  |