

STEADICAM ERQUIPMENT:

STEADICAM ProVid & Film Masters Sled.

**Light Weight Sled with 7" LCD or 8" LCD
Panasonic HD monitor.**

4" Monochrome Daylight Monitor.

Dual Iso-Elastic, Tool Free ARM.

BARTECH Remote Follow Focus.

Panasonic Wired FIZ Controller for HVX/DVX.

**FLEX-CAM 2.4GHZ Wireless Video and Audio
Transmitter/Receiver-FCC Legal.**

On Board Digital Flash Recorder.

STEADICAM Front Mount Vest.

Vehicle Mount.

STEADICAM EQUIPMENT RENTAL TERMS AND CONDITIONS

1. CLIENT ACKNOWLEDGES THAT THE ITEMS OF EQUIPMENT LISTED HEREIN ARE IN GOOD WORKING CONDITION AND ACCEPTS THE SAME AS IS, AND WITHOUT ANY RENTAL REDUCTIONS OR CLAIM THEREFORE. CLIENT ACKNOWLEDGES THAT THIS EQUIPMENT IS RENTED WITHOUT WARRANTY OR GUARANTEE OF ANY KIND EXPRESS OR IMPLIED AND THAT "OPERATOR" ASSUMES NO RESPONSIBILITY, IMPLIED IN FACT OR LAW, FOR THE PERFORMANCE OR NONPERFORMANCE OF SAID EQUIPMENT. CLIENT SHALL RETURN TO "OPERATOR", AT OWN EXPENSE, FOR EXCHANGE FOR OTHER EQUIPMENT, ANY ITEM OF EQUIPMENT LISTED HEREIN WHICH SUBSEQUENT TO DELIVERY BECOMES INOPERABLE. THIS PROVISION SHALL NOT RELIEVE CLIENT OF RESPONSIBILITY IN THE EVENT OF DAMAGE, DESTRUCTION OR NON-RETURN.
2. USE. THIS EQUIPMENT, OR ANY PART THEREOF, SHALL NOT BE SUBRENTED OR ASSIGNED WITHOUT "OPERATOR"'S PRIOR WRITTEN AND SIGNED CONSENT. THE EQUIPMENT RENTED HEREUNDER SHALL BE USED ONLY BY CLIENT'S DULY QUALIFIED EMPLOYEES AND/OR AGENTS IN STRICT ACCORDANCE WITH THE LAWS OF ITS LOCATION AND WITH THE USE CONTEMPLATED IN THIS AGREEMENT. CLIENT SHALL KEEP THE EQUIPMENT RENTED HEREBY IN SOLE CUSTODY AND SHALL NOT PERMIT THE RENTED EQUIPMENT TO BE USED IN VIOLATION OF ANY FEDERAL, STATE, MUNICIPAL OR PROVINCIAL STATUTES, RULES OR REGULATIONS. CLIENT AGREES TO INDEMNIFY AND HOLD "OPERATOR" HARMLESS FROM ANY AND ALL FINES, FORFEITURES, PENALTIES AND FOR THE VIOLATION OF ANY STATUTE, LAW, ORDINANCE, RULE OR REGULATION OF ANY DULY CONSTITUTED PUBLIC AUTHORITY.
3. RETURN, REPAIR, MAINTENANCE. IF ANY ITEMS OF EQUIPMENT ARE RETURNED IN A DAMAGED, DESTROYED OR NON-WORKING CONDITION, OR IF ANY SUCH ITEMS ARE NOT RETURNED FOR ANY REASON (INCLUDING, BUT NOT LIMITED TO, DESTRUCTION, CONFISCATION, THEFT, OR ACT OF GOD), CLIENT SHALL PAY TO "OPERATOR" THE FULL REPLACEMENT COST TO REPLACE THE SAME ITEMS, OR CLOSEST COMPARABLY EQUIPPED EQUIVALENT, WITHOUT DEDUCTION FOR DEPRECIATION. IF ANY ITEM IS RETURNED IN A DAMAGED REPAIRABLE CONDITION, CLIENT SHALL PAY "OPERATOR" THE COST OF SUCH REPAIRS AS DETERMINED BY "OPERATOR". IN DETERMINING WHETHER EQUIPMENT SHALL BE REPLACED OR REPAIRED, "OPERATOR"'S JUDGMENT SHALL BE CONCLUSIVE UPON CLIENT. IF REQUESTED, CLIENT SHALL IMMEDIATELY ADVANCE THE MONEY TO "OPERATOR" TO PAY FOR THE REPAIR OR REPLACEMENT OF MISSING OR DAMAGED EQUIPMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND REGARDLESS OF WHEN CLIENT PAYS "OPERATOR" THE FULL REPLACEMENT COST WITHOUT DEDUCTION FOR DEPRECIATION OF THE RENTED EQUIPMENT, OR THE COST TO REPAIR THE RENTED EQUIPMENT, IN THE EVENT OF LOSS OR DAMAGE TO THE RENTED EQUIPMENT, CLIENT SHALL BE LIABLE TO PAY RENT AT THE RATE PROVIDED IN THIS AGREEMENT UNTIL ALL OF THE EQUIPMENT HAS ACTUALLY BEEN REPAIRED AND/OR REPLACED, RETURNED TO "OPERATOR"'S RENTAL INVENTORY, AND "OPERATOR"'S INVOICE TO CLIENT FOR LOSS AND DAMAGES HAS BEEN PAID IN FULL. CLIENT ACKNOWLEDGES THAT THERE MAY BE DELAYS IN REPAIR OR REPLACEMENT ATTRIBUTABLE TO CAUSES BEYOND "OPERATOR"'S CONTROL. THE ACCEPTANCE OF THE RETURN OF THE RENTED EQUIPMENT IS NOT A WAIVER BY "OPERATOR" OF ANY CLAIMS THAT

IT MAY HAVE AGAINST CLIENT, NOR A WAIVER OF ANY CLAIMS FOR LATENT OR PATENT DAMAGE TO THE EQUIPMENT.

4. RATES AND LATE CHARGES. THE FIRST RENTAL DAY SHALL BE THE DAY OF DELIVERY TO CLIENT. THE LAST RENTAL DAY SHALL BE THE DAY OF RETURN, IF SUCH RETURN IS AFTER 10:00 A.M. WHEN ON A DAILY RENTAL SCHEDULE, THE DAILY RATE WILL BE CHARGED FOR SUNDAYS AND HOLIDAYS IF ANY PART OF EQUIPMENT IS USED. ALL ORDERS SHIPPED OUT OF THE STATE WHERE THIS AGREEMENT IS ENTERED INTO ARE SUBJECT TO "OPERATOR"'S MINIMUM RENTAL CHARGES. RENT IS DUE AND PAYABLE UPON RECEIPT OF INVOICE. ALL INVOICES NOT PAID WITHIN TEN CALENDAR (10) DAYS FROM INVOICE DATE SHALL BEAR LATE CHARGES AT THE RATE OF ONE AND ONE HALF PERCENT (1-1/2%) PER MONTH (18% ANNUALLY). IF "OPERATOR" PLACES THE ACCOUNT IN THE HANDS OF AN ATTORNEY FOR COLLECTION, CLIENT AGREES TO PAY REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHICH MAY ACCRUE. RENTAL RATES PAID WILL NOT BE APPLIED TO THE PURCHASE PRICE OF ANY EQUIPMENT LISTED HEREIN.

5. TITLE AND OWNERSHIP. CLIENT SPECIFICALLY ACKNOWLEDGES "OPERATOR"'S SUPERIOR TITLE AND OWNERSHIP OF THE EQUIPMENT AND SHALL KEEP THE EQUIPMENT FREE OF ALL LIENS, LEVIES, AND ENCUMBRANCES. CLIENT ACKNOWLEDGES RESPONSIBILITY FOR ALL TAXES, TRANSPORTATION CHARGES, DUTIES, BROKER'S FEES, BONDS, AND ALL COSTS IMPOSED UPON THE RENTING OR USE OF SAID EQUIPMENT. CLIENT AGREES NOT TO REMOVE OR COVER ANY TAG OR NAMEPLATE ON EQUIPMENT SHOWING OWNERSHIP BY "OPERATOR".

6. RIGHT OF ENTRY. "OPERATOR" SHALL HAVE THE RIGHT TO INSPECT THE EQUIPMENT AT ANY TIME ANYWHERE DURING THE RENTAL TERM. UPON TERMINATION OF THE RENTAL PERIOD OR UPON THE BREACH OF ANY PROVISION HEREOF, OR IN THE EVENT OF ANY BANKRUPTCY PROCEEDING WHICH INVOLVES CLIENT, OR THE LEVYING OF ANY LEGAL PROCESS UPON ANY ITEM OF EQUIPMENT HEREIN DESCRIBED, OR UPON ANY USE OF EQUIPMENT IN DEROGATION OR VIOLATION OF "OPERATOR"'S SUPERIOR TITLE AND OWNERSHIP, "OPERATOR" 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 PURPOSES AND WITHOUT PREJUDICE TO "OPERATOR"'S RIGHT TO RECEIVE RENT DUE OR ACCRUED TO AND INCLUDING THE DATE OF REMOVAL OF SAID EQUIPMENT PLUS ANY AND ALL ADDITIONAL COSTS, FEES, DAMAGES AND LOSS OF RENTS WHICH "OPERATOR" INCURS IN THE PROCESS OF REPOSSESSION OF EQUIPMENT.

7. INDEMNITY AND LIABILITY. CLIENT AGREES TO DEFEND AND INDEMNIFY "OPERATOR" AND TO HOLD "OPERATOR" HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE EQUIPMENT AND/OR THE PERSONNEL PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL LOST AND/OR POSTPONED PRODUCTION TIME, CLIENT 'S POSSESSION, USE, OPERATION, CONDUCT, AND THE MANUFACTURE, SELECTION, DELIVERY, AND/OR RETURN OF SAID EQUIPMENT. "OPERATOR" 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 RENTED EQUIPMENT OR OTHER MATERIALS SUPPLIED, HANDLED, STORED, REPAIRED, TRANSPORTED, RECEIVED OR PROCESSED, OR THE SERVICES OF ANY TECHNICIANS, DRIVERS, OR ANY OTHER PERSONNEL OR SERVICE PROVIDED BY "OPERATOR".

8. INSURANCE. CLIENT SHALL, AT OWN EXPENSE, AT ALL TIMES FROM THE TIME OF DELIVERY OF EQUIPMENT TO CLIENT, MAINTAIN PROPERTY DAMAGE INSURANCE AND LIABILITY INSURANCE IN AMOUNTS AND WITH INSURANCE COMPANIES "OPERATOR" APPROVES. CLIENT SHALL PROTECT "OPERATOR" AS AN ADDITIONAL INSURED ON CLIENT'S LIABILITY INSURANCE AND AS LOSS PAYEE ON CLIENT'S PROPERTY DAMAGE INSURANCE AND PROVIDE FOR TEN (10) DAYS WRITTEN NOTICE TO "OPERATOR" BEFORE ANY POLICY SHALL BE MODIFIED OR CANCELLED. UPON REQUEST, CLIENT SHALL DELIVER EVIDENCE OF OWN INSURANCE COVERAGE SATISFACTORY TO "OPERATOR". THE PROPERTY INSURANCE SHALL INCLUDE COVERAGE FOR PROPERTY OF OTHERS AND SHALL PROVIDE COVERAGE ON A REPLACEMENT COST BASIS WHICH SHALL REPLACE THE SAME ITEMS, OR CLOSEST COMPARABLY EQUIPPED EQUIVALENT WITHOUT DEDUCTION FOR DEPRECIATION AND FOR LOSS OF USE (LOST RENTS) OF THE EQUIPMENT. CLIENT'S COVERAGE SHALL BE "ALL RISK" AND BE IN FORCE WORLDWIDE. CLIENT'S INSURANCE SHALL REMAIN PRIMARY TO "OPERATOR"'S INSURANCE ON A NON-CONTRIBUTORY BASIS. SHOULD CLIENT FAIL TO PROCURE OR PAY THE COST OF MAINTAINING IN FORCE THE INSURANCE SPECIFIED ABOVE, OR TO PROVIDE "OPERATOR" WITH SATISFACTORY EVIDENCE OF THE INSURANCE UPON REQUEST, "OPERATOR" MAY, BUT SHALL NOT BE OBLIGATED TO, PROCURE THE INSURANCE, AND CLIENT SHALL REIMBURSE "OPERATOR" WITHIN FIVE (5) BUSINESS DAYS AFTER DEMAND FOR ITS COST. SUFFERING LAPSE OR CANCELLATION OF THE REQUIRED INSURANCE SHALL BE AN IMMEDIATE AND AUTOMATIC DEFAULT BY CLIENT UNDER THIS AGREEMENT. CLIENT IS RESPONSIBLE FOR ALL INSURANCE POLICY DEDUCTIBLES. CLIENT SHALL PAY ALL DEDUCTIBLES WITHIN FIVE (5) DAYS OF ANY CLAIMS.

INSURANCE CERTIFICATES: "OPERATOR" REQUIRES A CERTIFICATE OF INSURANCE FROM CLIENT'S INSURER PROVING THE FOLLOWING:

- A) GENERAL LIABILITY COVERAGE - FOR NO LESS THAN ONE MILLION DOLLARS WITH "OPERATOR" NAMED AS "ADDITIONALLY INSURED".
- B) MISCELLANEOUS EQUIPMENT "ALL RISKS" COVERAGE - FOR NO LESS THAN THE REPLACEMENT VALUE WITHOUT DEDUCTION FOR DEPRECIATION OF THE EQUIPMENT CLIENT PLANS TO RENT WITH "OPERATOR" NAMED AS "LOSS PAYEE". PROOF OF INSURANCE MUST BE RECEIVED BY "OPERATOR" NO LATER THAN ONE BUSINESS DAY BEFORE THE EQUIPMENT DEPARTURE TIME AND WILL BE KEPT ON FILE UNTIL THEIR EXPIRATION DATE.

9. FOREIGN USE. ALL CASED EQUIPMENT THAT IS DUE TO LEAVE THE UNITED STATES MUST BE REGISTERED WITH THE APPROPRIATE CUSTOMS AUTHORITY PRIOR TO DEPARTURE. UPON REQUEST, "OPERATOR" WILL FURNISH CLIENT WITH A STATEMENT INCLUDING SERIAL NUMBER, COUNTRY OF ORIGIN, AND VALUE OF EQUIPMENT. ADEQUATE BONDS, FOREIGN LIABILITY INSURANCE AND CUSTOMS FEES ARE TO BE PROVIDED AND PAID BY CLIENT. ANY DELAY DUE TO CLIENT'S FAILURE TO PROPERLY REGISTER RENTED EQUIPMENT SHALL BE CHARGED AS (A) NORMAL RENTAL DAY(S) UNTIL

ALL EQUIPMENT IS RETURNED TO "OPERATOR".

10. SHIPPING COSTS. ALL AIR OR SURFACE SHIPMENTS OF RENTED EQUIPMENT MADE BY "OPERATOR" ON CLIENT'S BEHALF AND ALL RENTED EQUIPMENT RETURNED TO "OPERATOR" BY CLIENT SHALL BE SHIPPED PREPAID BY CLIENT. CLIENT IS RESPONSIBLE FOR ALL RENTAL CHARGES, COSTS, FEES AND TAXES INCURRED ONCE THE EQUIPMENT IS DELIVERED TO CLIENT, CLIENT'S AGENT, OR A CARRIER.

11. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT SHALL BE SEVERABLE SO THAT THE INVALIDITY, UNENFORCEABILITY, OR WAIVER OF ANY OF THE PROVISIONS SHALL NOT AFFECT THE REMAINING PROVISIONS.

12. THIS AGREEMENT SHALL BE DEEMED TO BE ENTERED INTO AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. JURISDICTION AND VENUE FOR ALL PURPOSES ARE PROPER ONLY IN STATE OR FEDERAL COURTS IN LOS ANGELES COUNTY, CALIFORNIA. SHOULD ANY LEGAL PROCEEDINGS ARISE OUT OF THIS AGREEMENT, THE PREVAILING PARTY, IN ADDITION TO ANY OTHER RECOVERY, SHALL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES INCLUDING ATTORNEYS' FEES.

13. THIS AGREEMENT EXPRESSES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE HERETO MUST BE IN WRITING SIGNED BY THE PARTIES.

14. IF CLIENT IS A CORPORATION OR OTHER LEGAL ENTITY, THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SUCH ENTITY HEREBY WARRANTS THAT S/HE HAS FULL AUTHORITY OF SUCH ENTITY TO SIGN THIS AGREEMENT AND OBLIGATE THE ENTITY. CLIENT AND THE ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL RENTALS AND ALL OTHER SUMS THAT MAY BE DUE AND OWING TO "OPERATOR" AT ANY TIME UNDER THE TERMS OF THIS AGREEMENT.

15. CLIENT HEREBY CERTIFIES THAT CLIENT HAS READ AND FULLY UNDERSTANDS ALL THE PROVISIONS HEREIN PRIOR TO EXECUTING THIS AGREEMENT.

SIGNATURE DATE

PRINTED NAME AND TITLE
