



RENTAL AGREEMENT

_____ (“Lessee”) and CypherBlu Lighting & Grip (“Lessor”) agree to the following:

1. Lessee shall, at their own cost and expense, protect, keep, and maintain the equipment, generators, and/or vehicles herein rented as set forth in the corresponding invoice (“equipment”), and Lessee agrees to return all equipment in the same condition, repair, and good order as when received, to Lessor’s premises upon termination of the rental period set forth in corresponding invoice.
2. Lessee agrees to assume full responsibility and liability for the safekeeping and return of the equipment to Lessor’s premises. Equipment is used at Lessee’s sole risk and Lessee will indemnify and hold Lessor harmless from any and all liability, claims, damage, costs, and expenses arising out of the equipment or Lessee’s use of or possession of the equipment.
3. Lessee shall show proof of adequate insurance to cover rental, including in-transit coverage equal to the replacement value of the equipment, or as permitted by Lessor shall fill out a credit card authorization form to cover potential loss or damage to equipment.
4. In the event the equipment is destroyed, damaged, or is stolen, lost, or missing, Lessee shall be liable to the Lessor for the replacement value as determined by the actual cost to Lessor to replace or repair same, and no allowance will be made for the reason that any part of it was not used by Lessee.
5. Lessor shall determine the extent of service and repair required on all returning equipment and Lessee shall be responsible for all expenses arising therefrom.
6. In addition to the foregoing, the Lessee agrees to pay to the Lessor a sum equal to the rental rate herein charged for the loss of use during the time that the Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.
7. Only the exact equipment picked up on behalf of Lessee will be accepted back at the end of the rental period. No allowances will be made for any type of substitution.
8. All lighting units sent out with a functioning globe will be returned with a functioning globe of the same make and wattage.
9. Lessor or his agents are permitted to enter the premises upon which equipment is kept for the purpose of viewing the condition of the equipment and its whereabouts.
10. Lessee shall not sublease equipment or assign this rental agreement to any other person or entity, and equipment shall at all times remain under the immediate exclusive control, use, and supervision of Lessee.
11. Upon termination of this contract, Lessee shall forthwith return to Lessor’s premises at the Lessee’s risk and expense, the equipment in the same condition as it was when first delivered to the Lessee.
12. Default by Lessee shall include, but is not limited to, nonpayment of the sums set forth in the corresponding invoice or Lessee’s failure to perform any other provision of this rental agreement.
13. All parking violations acquired during the rental period, in a vehicle rented from Lessor shall be sent to Lessor immediately with the appropriate fees or proof of payment for said violations. In addition, all road hazards, mechanical failures and towing costs will be the responsibility of Lessee.
14. Lessee shall be responsible for all actions and decisions made by all crew personnel. This condition will apply to crew persons hired directly by Lessee and any crew referred by the Lessor.
15. Unless otherwise specified in writing to the contrary, any person picking up equipment on behalf of Lessee will be presumed to have Lessee’s express authority and authorization to do so, and shall further have express authority to make reasonable changes, additions, or deletions to the rental equipment list. All items picked up by any person on behalf of Lessee, including items not originally listed on the corresponding invoice, shall be covered by all the terms of this contract. Lessee shall be responsible for all charges resulting therefrom, even if such charges exceed those set forth in the corresponding invoice.
16. Lessor will not be responsible for any personal property or vehicles left at the rental facility by Lessee or crew personnel.
17. All rental equipment will be returned to the exact location of the Lessor’s rental facility during regular business hours on the return date designated in the corresponding invoice unless other specific arrangements are agreed to in advance. Otherwise, additional fees will be imposed for each additional day the equipment is kept beyond the return date.
18. This rental agreement shall be interpreted under the laws of the State of California. Any legal action arising out of this agreement or the breach thereof shall be commenced in the Superior Court of California, County of Los Angeles, Van Nuys Judicial District.

We have read the above agreement, understand and agree to all the terms and conditions, and understand that once accepted this agreement will be considered binding for all rentals made in Lessee’s name.

SIGNATURE	LESSEE	DATE
SIGNATURE	<u>CypherBlu Lighting & Grip by Austin Keller</u> LESSOR	DATE