

# Rental Agreement

## I. Terms and Conditions

Rentee acknowledges that he has inspected and received equipment as itemized and in good working condition, and that he accepts full responsibility for the return of said equipment in the same condition in which it was received, allowing for normal use and wear, and that he further accepts responsibility for the cost of repairs or replacement necessitated by loss or damage of equipment during this rental period.

Rentee agrees to pay all rental and shipping charges incurred from the time said equipment leaves the premises or control of Adolph Gasser, Inc. and for the duration of the rental period, which shall be terminated only upon the return of said equipment to the premises and control of Adolph Gasser, Inc.

Rentee accepts responsibility to report all losses, damages, or malfunctions immediately to Adolph Gasser, Inc. whose sole option it shall be to replace or repair the equipment or to terminate the rental. Any rescindments of rental charges are at the sole discretion of Adolph Gasser, Inc. and are contingent upon immediate notification by Rentee and subsequent verification of any malfunction by Adolph Gasser, Inc. All thefts or losses must be reported to Adolph Gasser within forty eight (48) hours of occurrence accompanied by a police report and a written account of the incident by the Rentee.

Rentee agrees that Adolph Gasser, Inc. is free from all losses, costs or liabilities including film stock and/or production costs arising out of the use or because of the use of rented equipment and accepts that in no case shall the responsibility of Adolph Gasser, Inc. extend beyond the rescindment, at its sole discretion, of the rental charges incurred by Rentee with Adolph Gasser, Inc.

Rentee agrees to have no repairs performed on rented equipment without the express written consent of Adolph Gasser, Inc.

Equipment rented by Adolph Gasser, Inc. may not be used on any abnormal or hazardous assignment taken out of the continental United States or airlifted in any way other than on regularly scheduled domestic commercial carriers. Any deviation from this policy must be approved by Adolph Gasser, Inc. in advance.

SPECIAL NOTE: The insurance binder option that follows in section III. Does not cover equipment outside of the United States, Canada, District of Columbia and Hawaii.

If any equipment problem is encountered during the rental period the Rentee must notify Adolph Gasser, Inc. by telephone, telegram, email or facsimile immediately. There is no possibility of refund or reduction in rental fees or Rentee's commitment to Adolph Gasser, Inc. unless Rentee has: (1) gone over the equipment carefully upon return with a member of our technical staff; and (2) has reported the problem(s) promptly; and (3) has made sure that problems have been detailed upon return on the original contract paperwork.

Rental items not returned at rental contract expiration date will be considered missing or stolen, unless Rentee obtains from Adolph Gasser, Inc. a rental extension, recorded on the contract, prior to the original equipment return date. After that time any deposit security, (e.g. equipment or cash), becomes the property of Adolph Gasser, Inc. and may be used and/or liquidated at its discretion to defray rental charges and/or replacement costs. Any excess of such charges and costs beyond the deposit value shall be owed by Rentee to Adolph Gasser, Inc. and no further business with the Rentee shall be allowed until such time as the charges are cleared by full payment.

## II. Financial Responsibility

Rentee agrees that no rental charges paid shall apply towards the purchase, repair, or replacement of rental equipment.

Rentee shall pay rent on the equipment at the rate set forth under the heading "Per Day" on the reverse side of this contract. Unless arranged otherwise in advance, rentals are due and payable upon pickup of the equipment at the start of the rental period.

Extended or "Long Term" rentals beyond a 30 day period will be billed and due on a monthly basis commencing with the date one calendar month from the pickup date of the rental.

Rentee is responsible for the payment of any and all fees incurred by Adolph Gasser, Inc. (i.e. attorney's fees, court costs, transportation, collection costs, etc.) in the recovery or attempt at recovery of rental equipment not returned as agreed.

The Rentee shall compensate Adolph Gasser, Inc. for any loss sustained as a result of partial or full equipment cancellation, if notice is not given at least 24 hours in advance of agreed upon pickup time. Adolph Gasser, Inc. retains the right to charge a reasonable preparation fee up to the full one day rental charge for cancellations without proper notice.

Adolph Gasser, Inc. retains the right to charge Rentee for any concealed damage revealed after Rentee has left the premises of Adolph Gasser Inc.

If Rentee shall fail to pay when due any rental fees or other amounts required to be paid to Adolph Gasser, Inc. or in a timely manner perform any covenant, condition or obligation under this contractual agreement, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Rentee, then Adolph Gasser, Inc. may give verbal or written notice to Rentee of termination of this agreement, which right of termination shall be in addition to any other rights of Adolph Gasser, Inc. under the law. In the event that such notice of termination is given, Rentee shall immediately return the equipment to the premises of Adolph Gasser, Inc. without further demand or notice and without court order or legal process. This agreement shall be terminated upon such return of the equipment, but such termination shall not operate to rescind Rentee's obligation to pay all amounts owed to Adolph Gasser, Inc. by Rentee.

ADOLPH GASSER, INC. MAKES NO WARRANTIES EXPRESSED OR IMPLIED AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE EQUIPMENT RENTED UNDER THIS AGREEMENT.

## III. Insurance

All rental customers are requested to supply a certificate of insurance verifying sufficient and current coverage for any and all rental equipment to the offices of Adolph Gasser, Inc. RENTAL SERVICES DIVISION, 750 Bryant Street, San Francisco, CA 94107. The certificate must include the following provisions: (1) Adolph Gasser, Inc. is named as "Loss Payee" as their interests may appear in regards to equipment rented to the insured (i.e. the Rentee); (2) the coverage must be "All Risk" for full "Replacement Cost" or "Replacement Value" with policy limit equal to or greater than the value of the entire package being rented at any one time; and (3) Adolph Gasser, Inc. is to be provided a ten(10) day notice of cancellation should the certified policy be canceled or reduced. This certificate of insurance must be on our office prior to the release of any equipment.

Rentee is fully and personally responsible for all equipment rented to him/her.

Coverage: Direct Physical Loss subject to standard policy conditions and exclusions including:

-Wear, tear, scratching of lenses, insects/vermin and damage while being worked upon.

- Theft by Rentee or their employee(s) or others to whom they may have entrusted property.

-Mechanical breakdown and electrical failure

-War and nuclear reaction/radiation

-Civil unrest or insurrection

-Burning of video camera tubes

-Unauthorized internal adjustment and/or repair

-Theft from any unlocked vehicle or while visible from the outside

Property: Photographic and related equipment including motion picture and video equipment while being rented from Adolph Gasser, Inc.

Valuation: Replacement Cost

Limit: Minimum: \$2,500.00  
Maximum: \$100,000.00

Deductible: 5% of total value named on the certificate

Premium: Minimum Premium \$25.00  
See premium schedule for details

Procedure: Adolph Gasser, Inc. will issue an evidence of insurance covering Adolph Gasser, Inc.'s interest in rented property on behalf of the Rentee upon the receipt of a personal check, bank cashiers check, or postal money order, for the entire premium amount payable to G. Hartman Inc., at the office of the Rental Services Division, 750 Bryant Street, San Francisco, CA 94107. Premium table is available upon request from the rental Services Division and is subject to change without notice.

THANK YOU