



1204 Lafayette St.
Alameda, Ca. 94501
510-693-8679
Kevin@brabandfilmvideo.com

RENTAL TERMS AND CONDITIONS

1. Customer acknowledges that they have examined and tested the items of equipment listed herein and that the same are in good working condition and accepts the same as is, and without any rental reductions or claim therefore. Customer acknowledges that this equipment is leased without warranty or guarantee of any kind express or implied and that company assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Customer shall return to company, at customer's expense, for exchange for other equipment, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve customer of responsibility in the event of damage, destruction or non-return.

2. The customer assumes full responsibility and liability for the safekeeping and use of the equipment and for its return to Braband Film and Video's premises in good condition and repair, free from damage of any kind, no later than the last day of the rental period set forth in this agreement. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of customer and in strict accordance with the laws of its location and with the use contemplated in this agreement. Customer shall keep the equipment leased hereby in customer's sole care, custody and control and shall not permit the leased equipment to be used in violation of any federal, state or municipal statutes, rules or regulations, and indemnities and holds company 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. The equipment shall not be sublet or assigned without the prior written consent of the company endorsed herein.

3. Return, Repair, Maintenance. If any item of equipment is returned in a damaged or destroyed condition or if any such item is not returned for any reason (including, but not limited to, destruction, confiscation, theft or act of god). Customer shall pay to Braband Film and Video the monetary value of each item of leased equipment as per the current replacement cost, a copy of which will be furnished to customer upon request. If any item is returned in a repairable, damaged condition, customer shall pay to Braband Film and Video the cost of such repairs as determined by Braband Film and Video. In determining whether equipment shall be replaced or repaired, Braband Film and Video's judgment shall be conclusive upon customer, notwithstanding anything to the contrary in this agreement and regardless of when customer pays Braband Film and Video the monetary value of the leased equipment or the cost of repairing the leased equipment in the event of loss or damage to the leased equipment. Customer shall be liable to pay rent at the rate provided in this agreement until the equipment has actually been repaired or replaced and returned to Braband Film and Video's rental inventory, and customer acknowledges that there may be delays in repair or replacement attributable to causes beyond Braband Film and Video's control.

The acceptance of the return of the leased equipment is not a waiver by Braband Film and Video of any claims that it may have against customer, nor a waiver of claims for latent or patent damage to the equipment.

4. Rates and Late Charges. The terms of payment are based upon credit information at time of rental. Should there be any change in such information, customer agrees that Braband Film and Video is privileged to revise the terms of payment without further notice.

Rent is payable upon receipt of invoice. All invoices not paid within 30 days from invoice date bear late charges at the rate of 1.5% per month (18% annually). If Braband Film and Video places the account in the hands of an attorney or collection agency for collection, customer agrees to pay reasonable attorneys' or agency fees and court costs which may accrue.

Rental rates paid will not be applied to the purchase price of any equipment listed herein.

5. Cancellation Charges. Customer agrees to 100% payment and full compensation to Braband Film and Video for the cancellation of any rental agreement, whereas the notice given falls within a time period of less than 24 hours notice. Email and voicemail messages are not valid forms of cancellation notice.

6. Title and ownership. Customer specifically acknowledges Braband Film and Video's superior title and ownership of the equipment and shall keep the equipment free of all liens, levies and encumbrances. Customer acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bonds, and all costs imposed upon the leasing or use of said equipment. Customer agrees not to remove or cover the tag or nameplate on equipment showing ownership by Braband Film and Video.

7. Right of entry. Upon termination of the lease period or upon the breach of any provision hereof, or in the event of a proceeding in bankruptcy with regard to customer or the levying of any legal process upon any use of equipment in derogation or violation of Braband Film and Video's superior title and ownership, Braband Film and Video and its agents shall be at liberty at any time thereafter to remove all of said equipment without any time thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purpose and without prejudice to Braband Film and Video's right to receive rent due or accrued to, and including date of removal of said equipment.

8. Indemnity and liability. Customer agrees to indemnify Braband Film and Video and to hold Braband Film and Video harmless from any and all claims, actions, suits proceedings, costs, expenses and damage and liabilities including attorneys' fees, arising out of, connected with, or resulting from the possession or use of the equipment provided hereunder, including without limitation and manufacture, selection, delivery possession, use operation, conduct, or return of said equipment. Braband Film and Video 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 leased equipment or other materials supplied, handled, stored repaired, transported, received, or processed, or the services of technicians, drivers, or any other personnel or service provided by Braband Film and Video.

9. Insurance. Customer shall, at its expense, at all times, from the time of delivery of equipment to the customer, maintain property loss and damage insurance in amounts and with insurance companies satisfactory to Braband Film and Video, protecting Braband Film and Video as an additional insured and providing for 10 days written notice to Braband Film and Video before any policy shall be modified or cancelled. Customer shall deliver to Braband Film and Video upon request, evidence of the insurance coverage satisfactory to Braband Film and Video. Customer shall be responsible for payment of any and all deductibles noted in the insurance policy. Customer is also responsible for reimbursing Braband Film and Video for any non payment of a claim, due to an exemption or exclusion contained within the insurance policy. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by customer under this agreement. In the event the insurance policy is invalid or unable to reimburse Braband Film and Video, customer will be responsible for any and all costs and reimbursements contained with the claim.

10. Foreign use. All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. Braband Film and Video will furnish customer with a statement giving serial number, country of origin, and value of equipment at customer's request. Adequate bonds and customs fees are to be provided by and paid by customer. Any delay due to customer's failure to register leased equipment shall be charged as a normal day until equipment is returned to Braband Film and Video. Any loss, damage or confiscation of rented equipment by US Homeland Security or Foreign Transit Government authorities during transportation within or outside of the United States is the sole responsibility of the customer.

11. Shipping Costs. All air or surface shipment of leased equipment made on the behalf of customer by Braband Film and Video will be shipped collect for freight charges and insurance. All leased equipment returned to Braband Film and Video by customer must be shipped pre-paid.

12. This agreement shall be governed by the laws of the State of California and 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 at trial and on appeal.

13. This agreement expresses the entire agreement between the parties and any change thereto must be in writing.

14. If customer is a corporation, the person signing this agreement on behalf of such corporation hereby warrants that they have full authority of such corporation to sign this agreement and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Braband Film and Video under the terms of this agreement.

15. Customer hereby certifies that they have read and fully understand all the provisions of this agreement prior to executing this agreement.

SIGNATURE_____

TODAY'S DATE_____

COMPANY NAME _____

PRINT NAME_____

COMPANY ADDRESS_____

YOUR TITLE_____

BEST PHONE _____

EMAIL FOR BILLING_____

DRIVER'S LICENSE_____

BRABAND FILM AND VIDEO

Please email back to: kevin@brabandfilmvideo.com