



equipment rental agreement

TO CONFIRM YOUR RESERVATION RETURN THE FOLLOWING BY FAX 617-268-8833 OR EMAIL INFO@FILMSTARRENTALS.COM

1. A copy of the RESERVATION FORM AND/OR RESERVATION CONFIRMATION.
2. The completed and signed EQUIPMENT RENTAL AGREEMENT.
3. The completed and signed VEHICLE RENTAL ADDENDUM, if applicable.
4. The completed and signed CREDIT CARD AUTHORIZATION.
5. A valid DRIVER'S LICENSE, PASSPORT OR OTHER GOVERNMENT OR COUNTY ISSUED IDENTIFICATION.
6. A valid CERTIFICATE OF INSURANCE. SEE SECTION 9 BELOW FOR MORE INFO.
7. ALL VEHICLE RENTALS REQUIRE HIRED AUTO RENTAL INSURANCE.

1. **Equipment.** Equipment being rented under this Agreement is described on the Rental Reservation Form and/or Reservation Confirmation attached hereto as Exhibit A (the "Equipment") and/or on Reservation Upcharge Form and shall be rented to the Customer at the Rental Rate therein quoted (the "Rental Rate"). Motor vehicles being rented under this Agreement are described in the Motor Vehicle Addendum to this Agreement and shall be rented to the Customer at the Motor Vehicle Rental Rate therein quoted (the "Motor Vehicle Rental Rate").

2. **Rental Term.** Customer agrees to promptly notify Film Star in advance and obtain Film Star's agreement to any extension of the Rental Term. The Customer shall be responsible for paying the Rental Rate, and if applicable the Motor Vehicle Rental Rate, to Film Star for any cancellations of all or any part of the order unless cancellation is made in writing 3 days prior to the reserved date. Orders that are cancelled less than 3 days before the reserved date will be charged in full for the reserved time(s). No credit will be given for any early return of Equipment.

3. **Equipment Pick-Up and Shipping.** All Equipment is to be either (i) picked up at the warehouse of Film Star located at 488 Dorchester Ave Boston, Massachusetts 02127 or (ii) shipped to a location designated by Customer. The Customer shall provide in advance all pertinent shipping information, shipping account number (if applicable) and shipping account billing information (address, zip code, etc.). The Customer shall be responsible for all loading and shipping charges. Equipment may be picked up or loaded for shipping after 1:00 PM on the day before the first day of the Rental Term. If Equipment is picked up or loaded prior to that time, an extra day's rental will be charged unless previously agreed to in writing. The insurance required pursuant to Section 9 hereof shall cover losses incurred during shipping.

4. **Suitability and Inspection of Equipment; Customer's Remedies.** Customer acknowledges it has fully inspected all Equipment prior to the execution of this Agreement and found it to be in good condition and suitable for its needs. ANY EXCEPTIONS must be noted on The Reservation Damage Report Form at Check-out and be acknowledged by an Employee, Manager or Owner(s) of Film Star. Customer hereby assumes and shall bear the entire risk of loss or damage to Equipment from any and every cause except ordinary wear and tear resulting from use of Equipment or loss and damage caused by Film Star's own negligence. Film Star's obligation to the Customer shall be limited to the repairs or replacement of Equipment which is defective or inoperable when delivered to Customer and Customer agrees that this shall be its sole and exclusive remedy against Film Star. Film Star is in no way responsible for any liability, claims, costs or expenses arising out of the use or possession of Equipment by Customer. Customer is responsible for determining what Equipment it needs for its job and inspecting said Equipment prior to delivery to Customer, to determine if it is suitable for its needs and in good condition.

THE CUSTOMER REPRESENTS THAT EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY THE CUSTOMER AND SUITABLE FOR CUSTOMER'S INTENDED USE, AND IS IN SATISFACTORY CONDITION AND GOOD WORKING ORDER. FILM STAR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT, NOR ANY WARRANTY THAT THE LEASED EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC EQUIPMENT OR SPECIFIC METHODS, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN FILM STAR AND THE CUSTOMER, ARE TO BE BORNE BY THE CUSTOMER AT ITS SOLE RISK AND EXPENSE. THE CUSTOMER FURTHER AGREES THAT FILM STAR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF EQUIPMENT IN ANY RESPECT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED. FILM STAR SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH. IN NO EVENT SHALL FILM STAR BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR CONSEQUENTIAL DAMAGES.

5. **Custody, Care, Repair and Exchange of Equipment.**



- a. Customer shall, at their own cost and expense, protect, keep and maintain Equipment in a good working order and agrees to return the same to Film Star's premises upon the termination of the Rental Term in the same condition and good working order as when received.
- b. Customer agrees not to remove or cover the tag, bar-code, serial number or name plate on Equipment showing ownership by Film Star.
- c. Customer shall not remove any of Equipment from the Commonwealth of Massachusetts without the prior written consent of Film Star. Customer shall inform Film Star as to the exact location where Equipment is being used or stored during the term of this Agreement.
- d. Customer shall not make any alteration, additions or improvements to said Equipment without the written consent of Film Star.
- e. At all times, Film Star shall have the right to inspect Equipment and observe its use; and, Customer hereby consents to provide access to Equipment at any time requested. Film Star or its agents shall, at all times, be permitted to enter the premises upon which said Equipment is kept for the purpose of viewing the state and condition of Equipment.
- f. If Equipment becomes inoperable after pick up by Customer, Film Star shall make a reasonable effort to repair or replace Equipment. Inoperable Equipment will be exchanged with operable Equipment only if such Equipment is available in-stock to Film Star. Customer shall promptly notify Film Star of any inoperable Equipment. In the event any item of Equipment should become inoperable during the Rental Term, Film Star shall be the sole arbitrator of whether such inoperability resulted from normal wear and tear, and if it did result from normal wear and tear, then the Rental Rate shall not apply after the date such Equipment is returned to Film Star's premise. If, on the other hand, Film Star determines that such inoperability resulted from misuse, improper use or any reason other than normal wear and tear, Customer shall pay the costs of repairs, and the Rental Rate shall continue until repairs are completed or, if later, the end of the Rental Term. The Film Star shall be the sole arbitrator of the extent of service and repair required on all inoperable Equipment. Film Star shall be entitled to use up to 10% of the billed daily time on the job at its discretion for maintenance and repair of Equipment without any adjustment to the Rental Rate owed to Film Star. Film Star cannot accept responsibility for malfunctions reported after termination of Rental Term.

6. **Destroyed, Lost or Stolen Equipment.** In the event that any Equipment is destroyed as a result of any cause whatsoever, lost or stolen by any person, whether in transit to or from Customer or while in the actual or constructive possession of Customer hereunder, Customer shall immediately pay to Film Star the replacement value of such Equipment as determined by Film Star. During the period such Equipment is not available for use by either Film Star or Customer because of being so destroyed, lost or stolen, the Rental Rate for such Equipment shall be paid by Customer to Film Star until it is repaired, recovered or replaced.

7. **Authorized Use of Equipment.** This Agreement authorizes Customer, its employees and agents to operate Equipment. Customer shall not permit any untrained persons to operate Equipment. The Customer shall be responsible for all liability, actions and decisions made by all crew personnel including crew persons hired directly by the Customer and/or any crew referred by Film Star. The Customer shall not sell, loan, sub-lease, assign, pledge, encumber, part with possession, or suffer any lien to be created over Equipment. Film Star may terminate this Agreement and demand immediate return of equipment without notice if, in the sole judgment of Film Star, if any act or omission by the Customer occurs, or if any conditions exists, that would jeopardize Film Star's rights in Equipment or if the Customer becomes subject to any bankruptcy or liquidation proceedings or becomes insolvent.

8. **Indemnity.** Customer represents that it has the necessary skill and experience to operate Equipment provided by Film Star. Customer agrees to and does hereby indemnify and hold harmless Film Star from any and all claims, suits, liability, expense, damage, causes of action or judgments, including attorney's fees, resulting from injury to or death sustained by any person or persons or damage to property of any kind including, but not limited to, Equipment which injury, death, or damage arises out of or is in any way connected with the use, operation or possession of Equipment by anyone during the term of this Agreement and until Equipment is returned to Film Star, including, but not limited to, the failure to repair, maintain or operate Equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of Equipment, and any acts or omissions, willful misconduct or negligent conduct of Customer, whether active or passive, except this indemnity shall not be applicable to any injury, death or damage arising from Film Star's sole negligence or sole willful misconduct.

9. **Insurance.** Customer shall maintain, at its own expense, an all risk inland marine insurance policy on Equipment and insurance for such additional risks and in such amounts as Film Star shall require with carriers acceptable to Film Star. Customer shall deliver to the Film Star Certificates of all such insurance simultaneous with the execution of the Agreement and, at the request of Film Star, copies of the relevant insurance policies and proof of policy endorsements. The Certificates shall be signed by an



authorized representative of the Customer's insurance company in duplicate, evidencing that Customer is in compliance with the insurance provisions of this Agreement

All such insurance shall conform with the following terms:

- a. The policy is written by a United States carrier in U.S. dollars.
- b. The coverage is all risk inland marine and written on a world-wide basis, including transit.
- c. The limit of liability is clearly stated and the deductible, if any, is indicated.
- d. Film Star is named as an Additional Insured and Loss Payee and the loss payable endorsement shall provide that all amounts payable by reason of loss or damage to Equipment shall be payable only to Film Star
- e. Each such Certificate issued to Film Star shall stipulate that the coverage shall be primary coverage and not contributing with any other insurance maintained by Film Star.
- f. The coverage damage, loss or theft of Equipment shall be written on a "Replacement Cost Basis" without deduction for depreciation.
- g. Comprehensive General Liability Insurance for personal injury, bodily injury, and property damage shall be in an amount no less than \$1,000,000 combined single limit. The Comprehensive General Liability Form shall include the coverage parts for broad form agreement liability. Insurance for Motor vehicles shall be as described in the Motor Vehicle Addendum.

Customer specifically agrees that the value of Equipment in the event of any loss or damage during the Rental Term is the value as listed in the manufacturer's current user net price list, showing values at the time of loss or damage. In addition to the foregoing, Customer agrees to pay to Film Star a sum equal to the Rental Rate herein charged for the loss of use during the time that Film Star is deprived of Equipment, computed to the date of restoration, whether or not Equipment is replaced or repaired.

10. **Return of Equipment at End of Rental Term.** Customer shall be responsible for returning Equipment to the Company's warehouse by 11:00 AM on the day following the last day of the Rental Term unless previously agreed to in writing. If the last day of shooting falls on a weekend or observed Holiday, the equipment is due back the following Monday by 11:00 AM. The full Rental Rate shall be charged for the late return of any Equipment. Customer shall return Equipment to Film Star in the same condition as said Equipment was at the time of delivery hereof to the Customer. The following is a nonexclusive list of the conditions that shall apply to the return of Equipment;

- a. Equipment may be returned only during regular business hours of Film Star unless Film Star agrees to a return after hours. Film Star will not be responsible for any rented Equipment or vehicles left by the Customer or crew personnel at either rental facilities at 488 Dorchester Ave, South Boston MA 02127 or 536 Dorchester Ave South Boston MA 02127 without a written acknowledgment of receipt from Film Star.
- b. Only the exact Equipment sent out will be accepted back at the end of the Rental Term. No allowances will be made for any type of substitution.
- c. All lighting units will be sent out with a functioning globe/lamp/bulb and shall be returned with a functioning globe/lamp/bulb of the same make and wattage.
- d. A cleaning fee will be imposed on the Customer if the rented Equipment is not returned in the same placement and order as it went out. The minimum cleaning fee will be \$50.00. It is the Customer's responsibility to be aware of the manner in which all Equipment, trucks, packages, cases and kits are packed and Equipment must be returned in the same manner.

11. **Remedies, Jurisdiction and Venue.** If Customer shall be in default under any of the terms, covenants and conditions herein or fail punctually to make any of the payments hereunder, or if any execution or other writ or process shall be issued in any action or proceeding against the Customer whereby Equipment might become or appear to become, in the sole judgment of Film Star, in danger of being seized, taken, or distrained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against Customer or his property, or if Customer shall enter into any arrangement or compromise with his creditors, or in the event that any judgment is obtained against the Customer, or in the event of any dissolution or cessation of business by the Customer, or if for any other reason Film Star feels it is insecure, then and in any such event, Film Star shall have the option of declaring this Agreement terminated, and the Film Star may, without notice or demand, by process of law or otherwise retake possession of Equipment at the expense of Customer, with or without force, and with or without notice of intention to retake the same, without being liable to Customer or any third person, and Customer shall hold Film Star harmless and indemnify Film Star against any such claims or alleged liability to third parties. All of the foregoing remedies are expressly permitted, consented to and authorized by the Customer and are in addition to any other remedies Film Star may have at law or in equity. In the event any of the payments hereunder become in default, or if Customer shall fail to perform any other provision of this Agreement, then it is hereby stipulated



and agreed that Film Star may file legal proceedings in the Superior Court, Suffolk County, Massachusetts, and serve summons and/or pleadings upon Customer by US Mail at the address shown on this Agreement and Customer hereby consents to said jurisdiction and submits to said venue. This Agreement shall be governed by the law of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby, and this Agreement shall be enforced to the maximum extent permitted by law. In the event that Film Star shall be required to commence any action to enforce any provision of this Agreement, Film Star shall be entitled to recover its attorney's fees and all other costs and expenses incurred by Film Star in enforcing the provisions of this Agreement.

This Agreement shall be valid from the date signed below and for the exact time agreed upon in this Agreement and no concessions shall be made for cancellation, early returns or starting date adjustments. It is agreed and understood that Film Star has authority to charge the Customer's Credit/Debit Card for any outstanding amounts due at the time of return including that for damage, repairs, expendables, violations, rented Equipment not previously paid for, purchases, mileage, fuel, crew members, salaries, or maintenance costs.

Executed this _____ day of _____, 2010

Customer: _____

Nu Media Factory LLC dba Film Star Rentals:

William Mead [President/CEO]



Name on Card: _____
(print name)

Signature: _____

Card Type: ___ Visa ___ MasterCard ___ Discover ___ Amex

Card Number: _____

Ex Date: _____ / _____ CCV Code: _____

VISA, MC, DISCOVER



3 Digit Card Verification Number

AMERICAN EXPRESS



4 Digit Card Verification Number

Credit Card Billing Address:

Street: _____

City: _____ State: _____ Zip: _____

I hereby authorize Film Star and its successors to charge to the above credit card any rental fees, security deposit, missing & damaged equipment fees, past due rental fees, or any other fees or charges related to any purchase, rental, repair, or any other service provided to the above named customer. I was given an opportunity to review the Equipment Rental Agreement and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by the Equipment Rental Agreement.