



Brooklyn Lighting & Grip Co.

746 Carroll Street No. 1
Brooklyn, NY 11215
347.915.6005

RENTAL AGREEMENT TERMS & CONDITIONS

1. The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting and/or grip equipment (hereinafter described as "equipment") in good state of condition and repair, reasonable wear and tear expected. Renter shall not in any way alter or modify the Equipment. Renter shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to BROOKLYN LIGHTING & GRIP CO. LLC compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate BROOKLYN LIGHTING & GRIP CO. LLC in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants BROOKLYN LIGHTING & GRIP CO. LLC unconditional permission to charge his credit card account for equipment lost, stolen, or damaged. The renter further agrees to compensate BROOKLYN LIGHTING & GRIP CO. LLC for any costs relating to the cleaning and restoration to function of said equipment that may have been returned in excessively dirty, stained, or water-damaged condition; and to compensate BROOKLYN LIGHTING & GRIP CO. LLC for any shattered or unreturned bulbs.
2. In no event shall BROOKLYN LIGHTING & GRIP CO. LLC be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify BROOKLYN LIGHTING & GRIP CO. LLC immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to BROOKLYN LIGHTING & GRIP CO. LLC immediately upon the holding of the required test by the renter, and provided the said equipment is returned to BROOKLYN LIGHTING & GRIP CO. LLC forthwith for inspection by BROOKLYN LIGHTING & GRIP CO. LLC, and provided there is a defect of non-function as claimed by the renter, and BROOKLYN LIGHTING & GRIP CO. LLC, in its sole judgment determines that said defects was not caused by any act of the renter or its employees or agents, then BROOKLYN LIGHTING & GRIP CO. LLC shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by BROOKLYN LIGHTING & GRIP CO. LLC shall be abated from the time acceptance of such return in the event BROOKLYN LIGHTING & GRIP CO. LLC substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by BROOKLYN LIGHTING & GRIP CO. LLC of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.
3. The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to BROOKLYN LIGHTING & GRIP CO. LLC. The renter further agrees to pay double the per diem rental rate for each day past the due date. In addition, BROOKLYN LIGHTING & GRIP CO. LLC reserves the right to charge a \$200.00 late fee charge if the equipment herein is returned past the due date.
4. Renter shall use and transport the equipment herein in a careful and proper manner and shall comply with and conform to all Federal, State, municipal and other laws or ordinances and regulations in any way relating to the use, possession, or transport of the equipment.
5. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally.
6. If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments

aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, BROOKLYN LIGHTING & GRIP CO. LLC shall have the option to retake immediate possession of said equipment and for such purpose BROOKLYN LIGHTING & GRIP CO. LLC its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

7. The renter agrees to pay all reasonable attorney's fees and costs incurred by BROOKLYN LIGHTING & GRIP CO. LLC in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

8. The acceptance of the return of the rented equipment is not a waiver by BROOKLYN LIGHTING & GRIP CO. LLC of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

9. No terms, representation or warranty, express or implied, not herein set forth in writing shall bind BROOKLYN LIGHTING & GRIP CO. LLC.

10. The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

11. The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

12. **Waiver of Liability.** BROOKLYN LIGHTING & GRIP CO. LLC is not responsible for any liability, claims, costs or expenses arising from use, possession, or transport of the equipment herein. The equipment is rented without warranty or guarantee of any kind, expressed or implied. Not being the manufacturer of its rental equipment nor manufacturer's agent, BROOKLYN LIGHTING & GRIP CO. LLC 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 our rental equipment, nor any warranty that the rental 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 BROOKLYN LIGHTING & GRIP CO. LLC and the renter are to be borne by the renter at its sole risk and expense. The renter further agrees that BROOKLYN LIGHTING & GRIP CO. LLC has not made any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability of the equipment in any respect or any other representation, warranty or covenant, expressed or implied. BROOKLYN LIGHTING & GRIP CO. LLC shall not be liable to the renter for any liability, loss or damage caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.

13. **Indemnification.** Renter agrees to and does hereby indemnify and hold harmless BROOKLYN LIGHTING & GRIP CO. LLC and its rental agents, servants, employees, agents, officers, directors, or representatives, 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, including but not limited to the renter, any subcontractors and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death, or damage arises out of or is in any way connected with the use, possession or transport of the equipment herein by anyone during the term of the rental and until the equipment is returned to BROOKLYN LIGHTING & GRIP CO. LLC including but not limited to the failure to repair, maintain or operate the 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 the equipment, and any acts or omissions, willful misconduct or negligent conduct of the renter, whether active or passive.

ALL PICKUPS AND RETURNS MUST BE MADE BETWEEN THE HOURS OF 8AM AND 5PM UNLESS SPECIAL ARRANGEMENTS ARE MADE 24 HOURS IN ADVANCE.

Authorized Signature: _____ **Dated:** _____

Name (please print): _____

Title: _____

Company: _____

Project: _____

DATE OF PICKUP: _____ **DATE OF RETURN:** _____