



Mailing Address:
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RENTAL AGREEMENT

This is an EQUIPMENT RENTAL AGREEMENT entered into by and between _____ (“Customer”) and LA Mercuri Production L.L.C. (“Company”) entered into the day and date hereinafter set forth.

1. Term of Agreement.

The parties do herein bind themselves to the terms of this Agreement in regard to all equipment rented by Customer from the Company from the date of this Agreement until terminated, modified, or replaced.

2. Non-Exclusivity.

This is a nonexclusive Agreement, nothing herein contained shall obligate Customer to rent from Company nor LA Mercuri Production L.L.C. to rent to customer during the life of this Agreement. However, in the event of rental transactions this Agreement shall govern until it has been modified, terminated or replaced.

3. Price.

Unless otherwise agreed to in writing by an authorized agent of LA Mercuri Production LLC, the price listed in the LA Mercuri Production L.L.C. Equipment Rental Quote in effect at the time Customer receives rental equipment shall control.

4. Warranty of Authority.

Customer hereby warrants that any person which it directs or allows to receive equipment from the Company and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of Company to confirm said person’s authority to act on behalf of Customer.

5. Maintenance of Equipment.

The Customer agrees to keep and maintain all of the rental equipment in good condition and assumes full responsibility for all the equipment and supplies until the rented items are returned. The Customer agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the equipment.



6. Insurance.

The Customer agrees to obtain, at Customer's own expense, all-risk insurance coverage equal to the replacement value without deduction for depreciation of the rented equipment. The equipment must be insured by the Customer before it can leave the premises of Company and must include intransit/shipment insurance coverage. The Customer agrees to provide written certification and proof from Customer's insurance company of an all-risk policy naming the Company as a loss payee for any and all claims including coverage of the equipment while in possession of a common carrier during shipment.

7. Lost and/or Damaged Equipment.

In the event of any loss or damage to the rented equipment, the Customer agrees to pay the rental rate during the period of time Company is deprived of the equipment and until such time as it is repaired and/or replaced.

The Customer agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of said loss.

8. Inspection of Equipment.

The Customer acknowledges that Customer's agent (as defined in paragraph 4 above) by executing a Rental Checkout Sheet for particular equipment warrants on behalf of Customer that the equipment has been examined and tested by Customer and that the same is in good working order and condition.

In the event equipment is shipped to Customer, Customer failure to notify Company of any defects or problems with equipment within 4 hours of receipt shall be conclusively deemed as acknowledgment that all equipment has passed customer approval and is in good working order.

9. Exclusion of Warranties.

CUSTOMER HEREIN ACKNOWLEDGES THAT ALL EQUIPMENT TO BE RENTED FROM THE COMPANY WILL BE AS A RESULT OF CUSTOMER'S SOLE SELECTION, DISCRETION AND OPINION AS TO EQUIPMENT WHICH IT REQUIRES. ALL EQUIPMENT IS ACCEPTED BY CUSTOMER "AS IS". NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE COMPANY OF ANY TYPE OR NATURE WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE PERFORMANCE OF CAMERAS, SERVICES, SUPPLIES, FILM OR OTHER EQUIPMENT RENTED. THE COMPANY HEREIN EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, UNDER NO CIRCUMSTANCES, SHALL COMPANY BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY EQUIPMENT RENTED OR THE ALLEGED BREACH OF ANY



AGREEMENT DESCRIBED HEREIN, EVEN IN THE EVENT THAT LA MERCURI PRODUCTION LLC OR COMPANY'S AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification and Hold Harmless.

The customer agrees to assume full responsibility and liability for the safekeeping and return of all rented equipment accepted by Customer as shall be set forth in Company's Rental Checkout Sheet. Customer agrees to indemnify and hold harmless Company and any other persons to which Company itself may be responsible to indemnify and hold harmless, from any and all liability, claims, damages, costs and expenses arising from Customer's use, misuse and/or possession of the rented equipment.

11. Returned Equipment.

Acceptance by Company of the return of rented equipment does not waive any claims that the company may have against the Customer for patent, latent or hidden damage to the equipment. Company shall have a reasonable period of time after return of said equipment to discover said damages.

12. Inspection/Repossession of Equipment.

The Customer agrees to admit any employee or agent of Company to enter the premises upon which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of this Agreement whatsoever.

13. Exclusive Possession/Non-Assignability of Lease.

The Customer shall not sublease or loan the equipment or assign this Agreement to any other persons, firms or corporation and said equipment shall at all times remain under the immediate, exclusive control and direction of the Customer.

14. Cost of Shipment.

When required, Company shall arrange for shipment of rental equipment to Customer and any and all shipment costs incurred by Company shall be a charge included against Customer's account.

15. Miscellaneous Provision for Liens, Charges, etc.

The Customer specifically acknowledges Company's ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. The Customer agrees that he shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the equipment.



16. Governing Law.

This Agreement and all the rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

17. Headings.

The headings as to the contents of particular paragraphs of this Agreement are inserted for convenience and reference only and shall not be construed as a part of this Agreement nor be considered in construing the terms hereof.

18. Entire Agreement.

This Agreement sets for the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior oral or written agreement between the parties with respect to the subject matter. No alterations, additions, amendments or modifications to this Agreement shall be binding unless made in writing and executed by an authorized agent of Company.

19. Construction.

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.

CUSTOMER DOES HEREIN WARRANT THAT ITS AUTHORIZED AGENT HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE SAME AND DOES SIGN IT ON BEHALF OF CUSTOMER AS CUSTOMER'S FREE ACT AND DEED. THE BELOW SIGNOR FOR CUSTOMER DOES HEREIN WARRANT THAT HE/SHE IS DULY AUTHORIZED TO BIND CUSTOMER TO EACH AND EVERY TERM OF THIS AGREEMENT.



EQUIPMENT DETAILS

QUANTITY: _____ ITEM: _____ MODEL: _____ BRAND: _____

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QUANTITY: _____ ITEM: _____ MODEL: _____ BRAND: _____

QUANTITY: _____ ITEM: _____ MODEL: _____ BRAND: _____

PICK UP DAY: ___(MM)___(DD)___(YY)

RETURN DAY: ___(MM)___(DD)___(YY)

IN WITNESS WHEREOF:

The parties here to have here unto set their hands this: _____ day of _____, 20____.

ACCEPTED AND AGREED:

Print Name:

Signature:

Date signed:



Credit Reference Information

Company / Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Type Of Business: _____

Corporation _____ Partnership _____ Sole Proprietor _____ Year Est. _____

Federal Tax ID: _____ **S.S.N. #:** _____

Officers of Corporation

Name _____	Name _____
Title _____	Title _____
Name _____	Name _____
Title _____	Title _____

Trade References (Give only names of those you buy from on an open account.)

Name _____	Name _____
Phone _____	Phone _____
Fax _____	Fax _____
Name _____	Name _____
Phone _____	Phone _____
Fax _____	Fax _____

Bank References

Name _____
Address _____
Phone _____ Contact _____
Account Numbers: Checking _____ Savings _____

Sales Tax License Number (If applicable)

State of California _____ State of California _____
The Tax Exemption Certificate is for the following purpose
_____ Resale _____ Non-profit organization _____ Industrial processing

Signature _____
Title _____ Phone _____



Insurance Requirements

It is necessary that the certificate of insurance clearly states the following information:

1. LA Mercuri Production L.L.C must be listed as certificate holder.
2. LA Mercuri Production L.L.C as Loss Payee in regards to all leased equipment, and Additional Insured in regard to general liability.
3. The policy must provide specific coverage for rented equipment and accessories. This should appear in the section labeled "other" on your certificate.
4. The limit of liability and deductible (not to exceed \$2500.00) must be clearly stated. Increased coverage on certain rentals may be necessary on an individual transaction basis.

All customers without established credit terms (COD Status) will be required to furnish guaranteed funds for any and all deductible amounts. (Visa, Mastercard authorization, Certified check, or cash will all be acceptable means of payment.) All deductible amounts will be promptly returned when all equipment is returned and deemed to be unharmed and in good working order.

5. The coverage must include in-transit and be written on a worldwide basis if applicable.
6. The coverage must be written on an ALL/RISK **Replacement Cost** basis. We will not accept an unattended automobile exclusion to the policy. Actual Cash Value will not be accepted by The Company because it will not meet the demands stipulated in Section 7 of the Rental Agreement. Please Note: The certificate must be signed by either a representative or an agent of the insurance company in order to be valid.



Credit Card Authorization

Company Name: _____

Customer Name: _____

Name of Credit Card Holder: (please print)

Credit Card: Visa Mastercard AmEx

Credit Card Number: _____

Expiration Date of Card: Month: __ / Day: __ / Year: __ /

SSV code: _____

Address where Credit Card Bills are Sent:

Company / Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type Of Business: _____

By signing below, you as the credit card holder have authorized LA Mercuri Production L.L.C. to charge your credit card for all invoices and insurance deductibles.

_____ Month: __ / Day: __ / Year: __ /
Cardholder Signature

Please provide legible copies of the credit card and the cardholder's driver's license.

RATES PER DAY \$: _____

TOTAL AMOUNT \$: _____

LA Mercuri Production L.L.C.,
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