



LITEGEAR™
SPECIALTY LIGHTING GEAR FOR FILM, TV, AND EVENTS.



4406 VANOWEN STREET • BURBANK, CA 91505 • PH: +1(818) 358-8542 • FX: +1(818) 475-1657

RENTAL AGREEMENT

LITEGEAR, INC. TERMS & CONDITIONS

1. THE UNDERSIGNED AGREES TO TEST ALL EQUIPMENT RENTED OR PURCHASED FROM LITEGEAR, INC. (HEREINAFTER REFERRED TO AS THE "EQUIPMENT") PRIOR TO RENTAL OR SALE. ACCEPTANCE OF THE EQUIPMENT AND REMOVAL FROM LITEGEAR, INC.'S PREMISES SHALL CONSTITUTE THE UNDERSIGNED'S AGREEMENT THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AND FREE OF DEFECTS.
2. LITEGEAR, INC. MAKES NO WARRANTIES WITH RESPECT TO THE CONDITION OF THE EQUIPMENT OR ITS FITNESS FOR THE INTENDED USES OF THE UNDERSIGNED. LITEGEAR, INC. SHALL BE RESPONSIBLE TO REPLACE ANY EQUIPMENT WHICH SHALL NOT FUNCTION PROPERLY, BUT LITEGEAR, INC. SHALL NOT, IN ANY OTHER WAY, BE LIABLE TO THE UNDERSIGNED OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, RESULTING FROM ANY FAILURE OF THE EQUIPMENT.
3. THE UNDERSIGNED SHALL BE SOLELY RESPONSIBLE TO MAINTAIN THE EQUIPMENT DURING ANY RENTAL TERM, AND SHALL KEEP ANY RENTED EQUIPMENT IN ITS CUSTODY AT THE LOCATION OR LOCATIONS PROVIDED TO LITEGEAR, INC. AT THE TIME OF RENTAL. SHOULD THE EQUIPMENT BE DAMAGED WHILE IN THE POSSESSION OF THE UNDERSIGNED, THE UNDERSIGNED AGREES TO PAY LITEGEAR, INC. FOR ALL COSTS OF REPLACEMENT OR REPAIR OF THE EQUIPMENT AS WELL AS TO REIMBURSE LITEGEAR, INC. FOR ANY LOST RENTAL INCOME FROM THE EQUIPMENT. TO THIS END, THE UNDERSIGNED SHALL MAINTAIN INSURANCE COVERAGE ON ALL THE RENTED EQUIPMENT IN AN AMOUNT SUFFICIENT TO THE LOSS OR DESTRUCTION OF SUCH EQUIPMENT. SAID INSURANCE SHALL NAME LITEGEAR, INC. AS AN ADDITIONAL LOSS PAYEE. THE UNDERSIGNED SHALL PROVIDE LITEGEAR, INC. A COPY OF SAID INSURANCE UPON TAKING POSSESSION OF THE EQUIPMENT.
4. IN ADDITION TO THE INSURANCE REQUIREMENT SET FORTH ABOVE, THE UNDERSIGNED AGREES TO MAINTAIN LIABILITY INSURANCE, IN AN AMOUNT NOT LESS THAN \$1,000,000.00 INSURING AGAINST ANY DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED BY THE EQUIPMENT. LITEGEAR, INC. SHALL BE NAMED AS AN ADDITIONAL INSURED ON SUCH POLICY, AND THE NAME UNDERSIGNED SHALL PROVIDE LITEGEAR, INC WITH A COPY OF THE SAME AT THE TIME OF TAKING POSSESSION OF THE EQUIPMENT.
5. THE UNDERSIGNED SHALL INFORM LITEGEAR, INC. OF THE LOCATION OR LOCATIONS THE EQUIPMENT WILL BE USED OR KEPT DURING ANY RENTAL TERM, AND THE UNDERSIGNED SHALL NOT USE OR KEEP THE EQUIPMENT AT ANY OTHER LOCATION WITHOUT PRIOR WRITTEN CONSENT OF LITEGEAR, INC.
6. THE UNDERSIGNED SHALL RETURN THE EQUIPMENT TO THE ADDRESS SPECIFIED BY LITEGEAR, INC. NOT LATER THAN THE AGREED UPON TIME AND DATE. THE COST OF RETURN SHALL BE BORNE BY THE UNDERSIGNED. SHOULD THE EQUIPMENT BE RETURNED AFTER THE AGREED UPON TIME AND DATE, THERE SHALL BE A LATE CHARGE EQUAL TO THE DAILY RATE (PER DAY) OF THE SAID EQUIPMENT.
7. THE RENTAL OR PURCHASE PRICE OF THE EQUIPMENT SHALL BE SET FORTH IN THE APPROPRIATE RENTAL FORM OR SALES FORM ATTACHED HERETO, AND SHALL BE PAID IN ADVANCE. THERE SHALL BE NO REFUND OR DISCOUNT OF RENTAL FOR EARLY RETURN OF RENTED EQUIPMENT UNLESS AGREED FIVE WORKING DAYS PRIOR AND APPROVED BY LITEGEAR, INC.
8. THE UNDERSIGNED SHALL DEPOSIT WITH LITEGEAR, INC. PRIOR TO TAKING POSSESSION OF ANY RENTED EQUIPMENT, A SECURITY DEPOSIT, IN THE AMOUNT SET FORTH IN THE APPROPRIATE RENTAL FORM. SAID SECURITY DEPOSIT SHALL BE RETAINED BY LITEGEAR, INC. TO COVER ANY DAMAGE TO THE EQUIPMENT, LATE CHARGES, OR OTHER COSTS OR EXPENSES OF LITEGEAR, INC. FOR WHICH THE UNDERSIGNED SHALL BE RESPONSIBLE. LITEGEAR, INC. SHALL RETURN TO THE UNDERSIGNED ANY OF THE UNUSED PORTION OF THE SECURITY DEPOSIT WITHIN TEN WORKING DAYS OF THE RETURNED EQUIPMENT. LITEGEAR, INC. SHALL HAVE NO OBLIGATION TO PAY ANY INTEREST ON ANY PORTION OF ANY SECURITY DEPOSIT.
9. THE UNDERSIGNED AGREES NOT TO TRANSPORT ANY RENTED EQUIPMENT BY ANY AIRCRAFT WITHOUT THE PRIOR WRITTEN CONSENT OF LITEGEAR, INC.
10. LITEGEAR, INC. SHALL HAVE THE RIGHT TO INSPECT ANY RENTED EQUIPMENT AT THE LOCATION THAT IT IS KEPT AT ALL REASONABLE TIMES.
11. THE UNDERSIGNED SHALL NOT SUBLEASE ANY RENTED EQUIPMENT, ASSIGN THE UNDERSIGNED'S RIGHTS UNDER THIS AGREEMENT TO ANY THIRD PARTY, OR LOAN ANY RENTED EQUIPMENT TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF LITEGEAR, INC.
12. THE UNDERSIGNED SHALL NOT REMOVE THE NAMEPLATE(S), TAG(S), OR LABEL(S) SHOWING LITEGEAR, INC.'S OWNERSHIP OF ANY RENTED EQUIPMENT.
13. LITEGEAR, INC.'S ACCEPTANCE OF RETURNED RENTAL EQUIPMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF LITEGEAR, INC.'S RIGHTS REGARDING REIMBURSEMENT FOR DAMAGED EQUIPMENT OR LATE CHARGES, OR ANY OTHER SUMS TO WHICH LITEGEAR, INC. MAY BE ENTITLED, WHICH RIGHTS MAY BE EXERCISED AFTER SAID ACCEPTANCE.
14. IF THE UNDERSIGNED IS A PERSON, HE/SHE DECLARES THAT HE SHE IS AT LEAST TWENTY ONE YEARS OF AGE.
15. IF THE UNDERSIGNED SHALL BREACH ANY OF THE TERMS OF THE AGREEMENT OR IF ANY PROCEEDING IN BANKRUPTCY OR INSOLVENCY COVERING THE UNDERSIGNED IS COMMENCED, OR IF A RECEIVER SHALL BE APPOINTED FOR THE UNDERSIGNED, OR IF RECEIVERSHIP PROCEEDINGS GOVERNING THE UNDERSIGNED ARE COMMENCED, LITEGEAR, INC. MAY IMMEDIATELY TAKE POSSESSION OF ANY RENTED EQUIPMENT. SAID TAKING OF THE POSSESSION MAY INCLUDE ENTERING ON THE PREMISES WHERE THE EQUIPMENT IS LOCATED, WITHOUT NOTICE OF INTENTION TO DO SO OR WITHOUT MAKING A PRIOR DEMAND FOR POSSESSION. THE UNDERSIGNED SHALL BE LIABLE TO LITEGEAR, INC. FOR LITEGEAR, INC.'S COSTS AND EXPENSES OF SUCH TAKING OF POSSESSIONS. LITEGEAR, INC. SHALL NOT BE LIABLE TO THE UNDERSIGNED WITH RESPECT TO LITEGEAR, INC.'S ACTIONS TAKEN IN CONNECTION WITH SUCH TAKING OF POSSESSION, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES THE UNDERSIGNED MAY INCUR AS A RESULT OF NOT HAVING THE FURTHER USE OF THE EQUIPMENT. SHOULD LITEGEAR, INC. TAKE POSSESSION UNDER THIS PARAGRAPH 15, THE UNDERSIGNED SHALL NOT BE ENTITLED TO ANY REFUND OF UNEARNED RENTALS.
16. LITEGEAR, INC. MAY AMEND THE TERMS OF THIS AGREEMENT, OR CANCEL THIS AGREEMENT AT ANY TIME BY PROVIDING PRIOR WRITTEN NOTICE OF SUCH AMENDMENT OR CANCELLATION. SUCH AMENDMENT OR CANCELLATION SHALL NOT AFFECT ANY SALES OR RENTALS EFFECTED PRIOR TO THE DATE OF THE AMENDMENT OR CANCELLATION.
17. THIS AGREEMENT SHALL INSURE TO AND BE BINDING ON THE HEIRS, ASSIGNS, TRANSFEREES, AND SUCCESSORS IN INTEREST OF THE UNDERSIGNED AND LITEGEAR, INC.
18. IN THE EVENT THAT ANY ACTION IS BROUGHT FOR ANY BREACH OR DEFAULT IN ANY OF THE TERMS OF THIS AGREEMENT, LITEGEAR, INC. SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ALL COSTS AND EXPENSES INCURRED IN ANY SUCH ACTION OR ANY APPEAL THEREFROM, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND COURT COSTS ACTUALLY INCURRED REGARDLESS OF ANY OTHER APPLICABLE COURT SCHEDULED FOR THE RECOVERY THEREOF.
19. THIS AGREEMENT, ALONG WITH THE APPROPRIATE RENTAL OR SALES FORM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND LITEGEAR, INC. PERTAINING TO THE SUBJECT MATTER THEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER VERBAL OR WRITTEN, OF THE PARTIES. NO WAIVER OF ANY OF THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED OR SHALL CONSTITUTE A WAIVER OF ANY OTHER PROVISION HEREOF (WHETHER OR NOT SIMILAR), NOR SHALL SUCH WAIVER CONSTITUTE A CONTINUING WAIVER UNLESS OTHERWISE EXPRESSLY PROVIDED.
20. THE VALIDITY, CONSTRUCTION, AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

Sign: _____ Print: _____ Date: _____