

## INFAMOUS PRODUCTIONS TERMS AND CONDITIONS, 2014

### EXAMINATION AND TEST

1. The client acknowledges that he has 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 claims therefor. The client acknowledges that this equipment is leased without warranty or guarantee of any kind express or implied and that INFAMOUS PRODUCTIONS (INFAMOUS) assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Client shall return to INFAMOUS, at client's expense for exchange for other equipment, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve client of responsibility in the event of damage, destruction or non-return.

### DELIVERY

2. The client is considered to have taken delivery of the equipment and therefore assumes all risks of loss from the time that the equipment is set aside from INFAMOUS's general rental inventory for clients use. Client is responsible for any damage caused to the equipment, property or persons during testing. Once the client has taken delivery of the equipment, clients responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on the clients own premises and while in use, or storage at INFAMOUS. Client is responsible for all equipment which is picked up or stored by INFAMOUS for client's ultimate use. INFAMOUS shall be acting as client's agent in storing any such property which belongs to third parties. All risk of physical loss to property which is transported or stored by INFAMOUS client's benefit shall remain the client's responsibility.

### USE OF EQUIPMENT

3. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of client and in strict accordance with the laws of its location and with the use contemplated in this agreement. The client shall keep the equipment leased hereby in client'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 indemnifies and holds INFAMOUS harmless of any and all fines, forfeitures, penalties and for the violation of any statute, law or ordinance, rule or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without prior written consent of INFAMOUS.

### RETURN, REPAIR, OR MAINTENANCE

4. If any item of equipment is returned in a damaged or destroyed condition or if any such items is not returned for any reason (including but not limited to, destruction, confiscation, theft or act of God), Client specifically agrees to pay INFAMOUS the cost to replace the same item or the closest comparably equipped model, at current retail price less any discounts available, without deduction for depreciation. If any item is returned in a repairable, damaged condition, client shall pay to INFAMOUS the cost of such repairs as determined by INFAMOUS. In determining whether equipment shall be replaced or repaired, INFAMOUS's judgement shall be conclusive upon client. Notwithstanding anything to the contrary in this agreement and regardless when client pays INFAMOUS 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, the client shall be liable to pay rent at the rate provided in the most current edition of the rental catalogue at the full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the rental contract, until the equipment has actually been repaired or replaced and returned to INFAMOUS's rental inventory and client acknowledges that there may be delays in repair or replacement attributable to causes beyond INFAMOUS's control. All repairs are to be carried out by the manufacturer or service establishment as approved by INFAMOUS. The acceptance of the return of the leased equipment is not a waiver by INFAMOUS of any claims that it may have against client, nor a waiver of claims for latent or patent damage to the equipment.

Signed and Dated: \_\_\_\_\_

#### RATES AND LATE CHARGES

5. The Terms of payment are based upon credit information at the time of rental. Should there be any change in such information, client agrees that INFAMOUS is privileged to revise the terms of payment without further notice. The first rental day shall be the day of delivery to client. The last rental day shall be the day of return if such return is before 11:00 AM. When on daily schedule, daily rate will be charged for holidays if equipment is used. All orders shipped out of the state of California are subject to a two-day minimum rental charge. Rent is payable upon receipt of invoice. All invoices not timely paid bear late charges at the rate of 2% per month (24% annually). If INFAMOUS places the account in the hands of an attorney or collection agency for collection, client agrees to pay reasonable attorney's fees and court costs which may accrue. Rental rates will not be applied to the purchase price of any equipment listed herein. In case of cancellation INFAMOUS shall be entitled to compensation, not to exceed the lease payments, for any losses that INFAMOUS may sustain because of the cancellation of all or part of an order. Charges may apply in consideration of INFAMOUS preparing, holding in reserve or sub-renting equipment on your behalf. By keeping INFAMOUS informed of your shooting schedule you can either minimize or avoid cancellation fees.

#### TITLE AND OWNERSHIP

6. Client specifically acknowledges INFAMOUS's superior title and ownership of the equipment and shall keep the equipment free of all liens, levies and encumbrances. Client 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. Client agrees not to remove or cover the tag over nameplate on the equipment showing ownership by INFAMOUS.

#### RIGHT OF ENTRY

7. Upon termination of the lease period or upon the breach of any provision hereof, or in the event of a proceeding in the bankruptcy with regard to client, or the levying of any legal process upon any item of equipment herein described, or upon equipment in derogation or violation of INFAMOUS's superior title and ownership, INFAMOUS and its agents shall be at liberty at 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 INFAMOUS's right to receive rent due or accrued to, and including date of removal of said equipment.

#### INDEMNITY AND LIABILITY

8. Client agrees to indemnify INFAMOUS and to hold INFAMOUS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damage and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment of the personnel provided hereunder, including without limitation and manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment. INFAMOUS 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 personnel or service provided by INFAMOUS.

Signed and Dated: \_\_\_\_\_

## INSURANCE

9. Client must insure all of the equipment. Client shall, at its expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full current replacement cost without deduction for depreciation, and for loss of use (rents) of equipment. Coverage must begin from the time client and/or its agents accept delivery of the equipment and must continue until the equipment is returned to INFAMOUS. Client shall deliver to INFAMOUS, upon request, evidence of the insurance coverage, typically a certificate of insurance satisfactory to INFAMOUS, showing liability coverage, property insurance and workers compensation insurance prior to taking possession of the equipment. Such insurance shall be written by reputable insurers acceptable to INFAMOUS; clients' insurers shall agree to be the primary insurers of such equipment during the rental period.

Notwithstanding this paragraph, client shall remain primarily liable to INFAMOUS for full performance under the terms and conditions of the rental contract. INFAMOUS may enforce its remedies directly against you without resort to your insurance. Clients insurance shall be on a world wide basis, it shall name INFAMOUS as loss payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment. All policies shall provide for 10 days written notice to INFAMOUS before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source. Client shall name INFAMOUS as an additional insured on clients' liability insurance and client's liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit. Clients' insurers shall agree that INFAMOUS's rights under the insurance coverage as described in the preceding paragraphs shall not be affected by any act(s) or neglect or breach of condition by client, other than non-payments of the insurance premiums. Should the clients fail to procure or pay the cost of maintaining in force the insurance specific in the rental contract or to provide INFAMOUS upon request with satisfactory evidence of the insurance, INFAMOUS may, but shall not be obligated to, procure the insurance and client shall reimburse INFAMOUS on demand for it's cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

## FOREIGN USE

10. All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. INFAMOUS will provide client with a manifest giving serial number, country of origin, and value of equipment at clients' request. Adequate bonds and customs fees are to be provided by and paid for by client. Any delay due to clients' failure to register leased equipment shall be charged as a normal day until equipment is returned to INFAMOUS.

## SHIPPING COSTS

11. All air or surface shipments of leased equipment made on behalf of client by company will be shipped collect for freight charges and insurance. All leased equipment returned to INFAMOUS by client must be shipped pre-paid.

## VENUE

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 attorney's fees.

## AUTHORITY

13. If client is a corporation, the person signing this agreement on behalf of such corporation hereby warrants that he has 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 INFAMOUS under the terms of this agreement.

Signed and Dated:

**ENTIRE AGREEMENT**

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

**READ AND UNDERSTAND**

15. Client hereby certifies that he has read and fully understands all the provisions of this agreement prior to executing this agreement.

NAME OF COMPANY ENTERING INTO AGREEMENT	JOB NAME
NAME OF COMPANY REPRESENTATIVE (PLEASE PRINT)	

Signed and Dated: \_\_\_\_\_