

# EQUIPMENT RENTAL AGREEMENT

To hire AndX Entertainment (AX) and/or to rent equipment from AX, the following rental agreement must be completed. The following form is for establishing the identity of the Employer/Rentee (Client) of AX labor and/or equipment. Even though you may not wish to have an open account, the following information must be completed for our records and signed in order to activate rental. "Credit Application", "Insurance Verification", and "Security Deposit" forms must be submitted and approved separately. Unless your credit application is approved prior to rental, all rentals are collected on date (COD). AX reserves the right to ask for some or all payments in advance. You may use cash or check. If you cannot provide adequate proof of insurance prior to equipment rental, a surcharge may be added and AX will provide coverage. AX may require a Security Deposit for labor and/or equipment rentals to reserve a date or unit and to cover damages to said unit if they occur. Security Deposit is fully refundable following the completion, inspection and return of the equipment if no damages have occurred and if no additional charges remain.

COMPANY NAME \_\_\_\_\_ EIN/SSN: \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ DATE: \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX/E-MAIL \_\_\_\_\_ DATE FORMED \_\_\_\_\_

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETOR \_\_\_\_\_

NAMES AND TITLES OF OWNERS, PARTNERS OR OFFICERS: \_\_\_\_\_

## LABOR AND RENTAL TERMS:

- This rental agreement is deemed valid and in effect for all hired labor and equipment rentals by Client until it is replaced by a newer agreement. Client agrees to inform AndX Entertainment (AX) if any of the information contained in this agreement changes. AX reserves the right to terminate this agreement and/or replace it with a newer agreement at its discretion.
- Client agrees to provide a security deposit prior to the start of equipment rental as outlined in AX's quote. Security Deposit is fully refundable upon termination of rental and AX's inspection of the equipment to verify that all items are present, undamaged and in good working condition. AX may retain the Security Deposit in the event of any damages, outstanding charges or if client has another scheduled rental within 30 working days of termination of the current rental, in which case deposit may be deemed to have been transferred to said future rental. Any client submitting payment in check form, whose check is returned without payment or returned due to insufficient funds, will be charged \$50 per returned check.
- Client agrees to notify AX of a rental cancellation with a minimum of five (5) business days notification prior to the scheduled rental pickup. Failure of client to notify AX within five (5) working days may result in the forfeiture of Security Deposit at AX's discretion and/or a penalty fee not to exceed the estimated total rental charge.
- Client agrees to provide insurance coverage naming AndX Entertainment as Additional Insured for both liability and physical damage coverage or to pay AX a surcharge as outlined in AX's rental quote/invoice. In any instance where Client has failed to pay AX to provide insurance coverage, in advance of rental, Client remains responsible for all liability and physical damages.
- All AX labor is based off of 10-hour minimum days unless otherwise negotiated in advance. Overtime is based on the overtime schedule (first 10 hours included in flat day rate; 11th and 12th hours based at 1.5 times hourly rate; 13th through 16th hours based at 2 times hourly rate; 17th hour and above based on 3 times hourly rate.)
- AX requires a minimum 8 hours between the release from work on one day and the return to work the next day unless otherwise negotiated in advance. In cases where release time is less than 8 hours, AX retains the option of continuing Clients' labor clock as if both days were one continuous day, including all applicable overtime charges.
- All equipment rentals are based on 24-hour periods, unless multiple-day package prices/terms are negotiated separately. Client agrees to pay daily equipment rental fees as quoted by AX. Rental clocks do not stop for meal breaks or for equipment not used.
- All rentals are Portal-to-Portal. Rental is considered to have started when equipment leaves AX according to client's delivery request. For on-site, multiple day rentals, rental days are deemed to have started upon first use of equipment or consecutively with crew (employee) call, whichever comes first. No rental is considered completed until Client has officially released AX and until Client has made the equipment available for safe removal, including adequate access to equipment and loading docks.
- In cases where Client rents AX equipment without AX supervision (labor,) Client agrees to provide an experienced professional to operate AX's equipment as well as be certified according to the AX standards for the equipment that they will be renting. They are responsible for any damages to equipment and/or software. Client agrees to pay AX for any repairs or labor needed to return equipment and/or software to the working condition that the equipment was picked up in.
- Client is responsible for any and/or all permits or permissions needed and AX will act only on orders of client.
- Client is responsible for any and/or all accommodations necessary to bring equipment into compliance with the American With Disabilities Act if such accommodations are needed. Client assumes all costs and liabilities in making said accommodations.
- While on-site, AX's employees are to be considered production crew members with equal access to crafts, catering, first-aid, etc.
- Client assumes responsibility for any overtime or additional fees incurred by AX due to delays caused by client or its assigns including costs/losses of future AX rentals. Client is responsible for any motel/hotel charges and/or meals incurred if employee is stranded away from home base due to Client's schedule.
- All equipment rentals are C.O.D. unless a completed and approved Credit Application is on file with AX prior to equipment rental or other arrangements are made prior to rental. The C.O.D. amount will be based on applicable daily labor rates and equipment rental prices, insurance surcharge if applicable, and any other anticipated costs. In the event of multiple day rentals, AX reserves the right to payment of labor and/or equipment during the rental at it's discretion. AX reserves the right to demand/receive payment at any time during rental and to withdraw labor and/or remove equipment

if not paid. AX reserves the right to demand/receive additional rental fees if use of equipment goes beyond reasonable use and limitations.

-- AX may, at its discretion, offer a 30-day payment processing period to clients. In such cases, starting on the 31st day from the date of performance, a one-time, retroactive credit application fee of 25% and a 2% per month finance fee may be applied.

-- Normal delivery service area is all of Bonneville County, Idaho, which includes the city of Idaho Falls. Any delivery outside the Bonneville County will require separate negotiation.

-- AX will make every reasonable attempt to arrive and deliver equipment in a timely manner. AX is not responsible for delays or cancellations caused by excessive traffic, road construction or accidents, road surface and equipment clearance obstacles or unsafe driving conditions caused by weather or mankind. In the unlikely event of a delay or cancellation, or failure of AX's equipment for any reason, AX will reimburse or credit the client with a discount equal to the pro-rated amount of the daily labor and/or rental rate based in half-hour increments. Under no circumstance will AX be liable for losses incurred by client, its client(s) or its assigns due to delays in delivering or returning equipment, performance of the equipment or performance of equipment contained within. AX will make every attempt to provide properly working equipment, to service any malfunctioning equipment, or to replace malfunctioning equipment with an equal or better substitute. In the unlikely event of equipment failure, AX will reimburse or credit the client with a discount equal to the pro-rated amount of the equipment's separate daily rental rate based in half-hour increments.

-- AX will make every attempt to position and assemble the rented equipment in the location desired by client. AX reserves the right not to set up its equipment in any position which the representative of AX feels may cause damage or excessive strain to the equipment, or for any reason poses a safety or security threat to the equipment, its contents or any persons around the equipment. Failure of client to anticipate obstacles that prohibit AX from delivering ordered equipment, or to find a safe and secure location to position equipment does not negate client's rental obligation even if the equipment was not used for part or all of the rental period.

-- In the event of a multiple day rental whether AX or Client provides operational insurance coverage, Client assumes responsibility for providing security, including liability and physical damage coverage, for any equipment which is left on location during non-supervised hours.

-- In the event of damage to the equipment, any of its components, software or its contents during rental, AX reserves the right to decide replacement, repair or demolition of value of the effected item at its discretion. Any excessive cleaning costs beyond normal cleaning of equipment will be passed along to client. Use of any gummed, non-gaffer tape is prohibited.

-- Client agrees to include Tennessee Prompters in all published production credits.

-- This agreement shall be interpreted according to the laws of Idaho. Any issue not specifically addressed in the above contract shall revert to the common laws of the state of Idaho effective on the date below. Any civil action involving this contract shall be brought in the state courts of Bonneville County, Idaho.

I have read and understand the above rental terms and agree to abide by them.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_