

Lighting Services Inc. Rental Agreement

This AGREEMENT is made and entered into this day of _____ 201__ between Lighting Services, Inc., 8136 S. Grant Way, Littleton, CO 80122, a Colorado Corporation (hereinafter "Lessor") and _____ (Hereinafter "Lessee").

1. Condition of Equipment. Lessee will have an opportunity to test and examine the equipment ("equipment" includes all types of rental production equipment and/or vehicles) to determine that the equipment is in good working order. Lessee is considered to have taken delivery of the equipment and therefore assumes all risk of loss from the time that the equipment is set aside from Lessor's general rental inventory for Lessee's use. Lessee is responsible for any damage caused to equipment, property, or person(s), during testing. After completing tests Lessee must notify Lessor of any defective or inoperable equipment immediately upon discovering the defect. Unless Lessee notifies Lessor of a defect or problem with the equipment supplied, Lessee agrees that the equipment is in good working order and that the equipment is acceptable to Lessee.

Lessee acknowledges that he has examined and tested, or been given the opportunity to examine and test the items of equipment leased pursuant to this Agreement, and that the same are in good working condition and accepts the same as is without any rental reductions or claims therefore. Lessee acknowledges that this equipment is leased without warranty or guarantee of any kind, expressed or implied and that Lessor assumes no responsibility for the performance or non-performance of the equipment. Lessee shall return to Lessor, at Lessee's expense, for exchange for other equipment, any item of equipment leased hereunder which, subsequent to delivery, becomes inoperable. This provision shall not relieve Lessee of responsibility in the event of damage, destruction, or non-return of equipment.

2. Transporting Equipment - Pick-up and Delivery. Lessee picks up and returns equipment at the rental facility during business hours. If Lessee does not pick up and/or return the equipment at the rental facility Lessee is responsible for transportation to and/or from any location. Lessee is responsible for all costs (transportation charges, taxes, duties, broker's fees, bonds, insurance, and any other costs) incurred during transit. Lessor is not responsible for shipping delays once the equipment is delivered to carrier Lessor will not accept collect shipments from Lessee.

3. Responsibilities/Restrictions with Regard To Equipment and/or Props Sets and Wardrobe or other Property Brought into the Studio Lessee shall at its own Expense, provide and maintain in full force and effect insurance covering rented, borrowed or owned property consisting of but not limited to camera(s), generator(s), crane(s), lighting and grip equipment, production vehicle(s) and props, sets and wardrobe brought into the studios or rented hereunder. Lessee shall also maintain Third Party Property Damage coverage. All equipment, prop, sets and wardrobe coverage shall be insured worldwide and on a replacement cost basis (without deduction for depreciation). All vehicle physical damage coverage shall be issued on a worldwide basis, if the vehicle(s) are to be used outside of the United States and Canada, and the valuation will be actual cash value. The equipment coverage, the prop, sets and wardrobe coverage, the vehicle coverage and the loss of use coverage, are to cover the period of time from the date of this lease until the date the equipment is actually repaired and/or returned and/or

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replaced and full payment for the loss, (if any) as outlined in this agreement has been received by the Lessor or the props, sets and wardrobe have been removed from the premises. Said equipment and vehicle insurance shall name Lessor as loss payee, and the rights of Lessor under such insurance shall not be affected by any act or neglect or breach of condition by the Lessee. All insurance shall be written by an insurer with an AM Best rating of A or better. Said equipment and props, sets and wardrobe insurance shall cover "All Risks" of physical loss or damage and vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision". Lessee shall also name Lessor as an additional insured as regards liability insurance. In the event of a liability loss, property loss or loss of use claim during the term of this rental, the Lessee's liability, property and loss of use coverage shall be deemed to be the primary coverage and written on a non continuing basis. Lessee shall provide to Lessor a certificate of insurance in compliance with this paragraph prior to delivery of the equipment and/or vehicle(s). Notwithstanding this paragraph, Lessee shall remain primarily liable to Lessor for full performance under this lease. Lessor may enforce its remedies directly against Lessee without resort to insurance.

Lessee assumes all risk of loss from the moment the equipment and/or vehicle(s) are set aside on the Lessor's premises from the Lessor's general inventory until the vehicle(s) and/or equipment have been returned to the rental facility or the termination date in the rental agreement; which ever is later and assumes all risk of loss for property brought in to the premises. The responsibility includes but is not limited to transit, location coverage, studio coverage, unnamed location coverage, coverage while on the Lessee's owned premises and use or storage on the Lessor's premises. Equipment and vehicle(s) which have been rented to the Lessee for a period of time, but are stored or inspected and tested in the Lessor's facility for the convenience of the Lessee, shall be the responsibility of the Lessee until the termination date in the rental agreement or the equipment and/or vehicle(s) have been returned to the Lessor's general inventory.

Lessor maintains the right to decline the rental of any vehicle(s) to Lessee transporting hazardous material. By signing this contract, Lessee attests that no hazardous material will be transported in rented vehicle(s). Lessor shall not be held liable for vehicle(s) during rental period.

Equipment and vehicles(s) will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours 2) an inventory has been completed and a missing and damaged list has been compiled if needed, and 3) the term of the rental contract has expired.

For equipment (including but not limited to camera(s), props, sets and wardrobe) which is picked up or stored by Lessor for ultimate use by the Lessee, the Lessor shall be acting as agent for the Lessee. All physical loss for property of others, which is transported or stored by the Lessor, shall remain with the Lessee from the beginning of time until the end of time.

Generators which have been mounted to vehicles shall be considered to be personal property separate and apart from the vehicle and insured for the full replacement value, (without deduction for depreciation).

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The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers, employees, guests, or invitees from, by and all claims of losses, damage, liabilities, demands, actions, suits, and costs and expenses whatsoever, including attorney's fees resulting from the use of Lessee's equipment vehicles or use of premises (including but not limited to bodily injury and/or property damage).

Lessee shall allow equipment to be used by qualified technicians only. The equipment may be used only by duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. Lessee shall keep the equipment in Lessee's sole custody and shall not permit the equipment to be used in violation of any laws. Lessee may not sublease all or any part of the equipment without written consent of Lessor.

4. Return. Return Maintenance. If an item of equipment is returned in a damaged or destroyed condition, or if any such item is not returned for any reason, Lessee shall pay immediately to Lessor the replacement value (without deduction for depreciation) of such item. Lessee specifically agrees that the value of the leased equipment, in the event of any loss or damage during the rental period, shall be the replacement cost (without deduction for depreciation) of such equipment, lost or damaged, or comparable equipment in the event such lost or damaged equipment cannot be replaced in kind, plus applicable sales or use taxes and applicable freight charges. If any item is returned in a repairable damaged condition, Lessee shall pay to Lessor the cost of such repairs as determined by Lessor. In determining whether equipment shall be replaced or repaired, Lessor's judgment shall be conclusive upon Lessee. Notwithstanding anything to the contrary in this Agreement, and regardless of when Lessee pays Lessor, the replacement value (without deduction for depreciation) of leased equipment or the cost of repairing the equipment in the event of loss or damage to the leased equipment, Lessee shall be liable to pay rent at the contract rate until the equipment has actually been repaired or replaced and returned to Lessor's rental inventory. Lessee acknowledges that there may be delays in repair or replacement attributable to causes beyond the Lessor's control.

5. Rental, Late Charges, Payment Terms. Lessee must return the equipment on the date specified in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any equipment not returned by 10:00AM. The full daily rate shall be charged for each day equipment is not returned after the date specified for the return of the equipment. Regarding weekends and holidays, when on a daily schedule, Lessee will be charged the daily rental rate for weekend days and Holidays if the equipment is used.

Terms of payment are determined at the time of rental. All rental invoices and all loss and damage invoices are payable immediately upon presentation unless other arrangements have been previously made. In cases where credit is extended to Lessee, payment not made within 30 days after the end of the rental term shall be considered past due.

Any payment not timely made in accordance with the terms of this agreement shall draw interest at the rate of 1.5% per month for each month or part thereof and Lessee agrees to pay the same upon demand.

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Lessee agrees to a 5% convenience fee with each transaction if a credit card is used for any payments to lessor.

If Lessor places the account in the hand of an attorney or other agency for collection, Lessee agrees to pay reasonable collection costs, attorneys' fees, and court costs. Lessee agrees to pay Lessor directly or as directed by Lessor or its agent.

Rental payments may not be applied to the purchase price of any equipment. Lessor shall be entitled to compensation, not to exceed the lease payments, for any losses Lessor may sustain because of Lessee's cancellation of all or part of an order.

6. Indemnity. Lessee agrees to indemnify and hold Lessor harmless from any and all claims, costs expenses and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the lease of any equipment, vehicles, and/or stages, or the employment of any personnel recommended by Lessor, provided, however, that Lessee shall have no obligation to indemnify and hold Lessor harmless for the negligence of the Lessor or any of Lessor's personnel.

7 Insurance. Lessee shall secure and maintain:

- a. All Risk Physical Damage Insurance for equipment and comprehensive and collision for vehicles (including loss of use) for equipment and for vehicles rented from the Lessor hereunder;
- b. Commercial General Liability and/or Comprehensive General Liability, Business Auto Liability Insurance, both in an amount not less than \$1,000,000.00 combined single limit. Commercial General Liability and/or Comprehensive General Liability shall include personal injury. Business Automobile Liability shall include non owned and hired automobile liability; and
- c. Shall have the insurance companies providing coverage required hereunder add the interest of Lessor as an additional insured and loss payee as Lessor's interest may appear in the insured equipment; and
- d. Third Party Property Damage Liability in an amount not less than \$250,000.00; and
- e. Prop, set, and wardrobe and/or property coverage for property brought into a stage or placed in Storage.

Lessee shall provide certificates of insurance evidencing that Lessee is in compliance with the insurance provisions of the Agreement. Lessor will not accept insurance covering the equipment that contains a theft exclusion from unattended vehicles(s). Any insurance certificates provided by Lessee shall stipulate that Lessor shall receive written notice of cancellation from the insurance companies providing the required coverage prior to any cancellation or reduction in the limits of liability. Each such certificate shall stipulate the coverage indicated on the insurance certificate and shall be primary and not contributing with any other insurance maintained by Lessor.

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It is important to understand that furnishing a certificate of insurance may not fulfill all of Lessee's obligations under the rental agreement. The limit of insurance coverage for equipment is issued on a per occurrence basis not a separate limit for all rental companies involved in a production. Therefore it is essential that the limit for equipment coverage equal the total value of all equipment used on a job. If your limit of insurance is inadequate to cover the loss you will be responsible for the difference between the amount of insurance and the actual loss. It is in both your own interest, as well as our interest, that adequate insurance limits are maintained.

8. Rental Revenue. Lessee agrees to indemnify and hold Lessor harmless from loss of rental revenue due to accident, damage, willful or negligent, as well as loss of equipment. Lessee agrees to rental payments until equipment is repaired or replaced. The rental rate is four times the daily rate per week, unless otherwise agreed to in writing.

9. Governing Law: Attorneys' Fees. This Agreement shall be governed by the laws of the State of Colorado, and should any legal proceeding arise out of this Agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses, including attorneys' fees.

10. Lease Terms. This Agreement shall be effective for one year from the date hereof and shall be deemed to cover all periodic leasing shown by job orders generated during the course of the lease term. After this one year period this agreement will be effective until terminated by either party by written notice to the other, which may include email. Said notice must be given by either party prior to receipt of equipment.

LIGHTING. SERVICES, INC.

By: Kenneth A. Seagren

Lessor

Name of Client

Complete Address of Client

FMCSA ID# USDOT324122

Vehicle #(s) Applicable to all Vehicles

Lessee (authorized signature)

Phone Number

Printed Name/Authorized Signatory

Email Address