



## EQUIPMENT RENTAL CONTRACT

**THIS EQUIPMENT RENTAL AGREEMENT**, entered into by and between \_\_\_\_\_ ("You") the customer, and Mar Media Inc., on the date here in set forth below.

**1) TERMS & CONDITIONS:** The terms and conditions contained herein form the entirety of the agreement under this Equipment Rental Contract (the "ERC") between ("You") the customer, and Mar Media, the rental company, and apply to all the equipment and/or vehicles (the "Equipment") rented by you. In the event of a conflict between these terms and conditions hereof and any other agreements, written or verbal, the terms of the ERC shall prevail.

**2) PRE-PRODUCTION – TESTING THE EQUIPMENT:** You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. You may test the Equipment at the rental facility, on location, or at another place.

YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that the Equipment is set aside from Mar Media general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify Mar Media of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify Mar Media of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

**3) WARRANTY OF AUTHORITY:** Customer hereby warrants it has authority to enter into this contract and that any person which it directs or allows to receive equipment from Mar Media 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 Mar Media to confirm said person's authority to act on behalf of the Customer.

**4) TRANSPORTING EQUIPMENT – PICK UP & DELIVERY:** YOU PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY YOU ARE RESPONSIBLE FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At your request and expense, Mar Media may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. Mar Media is not responsible for shipping delays once the Equipment is delivered to your carrier. Mar Media will not accept collect shipments from you.

**5) RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT:** YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises.

YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED. Equipment will not be deemed to have been returned until the following conditions have been met: 1) property has been brought back to the premises during normal business hours, and (2) the term of this ERC. Once the equipment is returned to the satisfaction of Mar Media and an inventory has been completed and a missing and damaged list has been compiled, if needed, and the agreed-upon rental term has expired, then your responsibilities will be deemed completed, except as otherwise stated in the ERC.

**6) RESTRICTIONS UPON THE USE OF THE EQUIPMENT:** USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. NO SUBLEASE BY YOU IS PERMITTED. You may not sublease all or any part of the Equipment without written consent of Mar Media.

**7) DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS:** You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by Mar Media.

**NO WARRANTY OR GUARANTY:** Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and Mar Media assumes no responsibility unless agreed to in writing.

**8) EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD:** AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE, you should notify Mar Media of the problem and if necessary return the Equipment to Mar Media, freight pre-paid, for evaluation. Mar Media will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.

**9) LOSS AND DAMAGES:** Upon return of damaged equipment, Mar Media will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, Mar Media's judgment shall be conclusive upon you. Should Mar Media determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

**10) LOST, STOLEN OR DESTROYED EQUIPMENT:** In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, YOU MUST NOTIFY MAR MEDIA, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to Mar Media and file a report with the local authorities.

**11) RENTAL CHARGES AND LATE CHARGES:** YOU 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. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment.

**12) IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION:** the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to Mar Media's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond Mar Media's control. The acceptance of the return of the Equipment by Mar Media is not a waiver by Mar Media of any claims that it may have against you.

**13) RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM (S):** shall accrue at 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 item(s) is repaired and/or replaced and the invoice for damages has been paid in full to Mar Media. If requested you shall advance the money in order to allow the Mar Media to repair or replace the equipment.

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**14) WEEKENDS AND HOLIDAYS:** When on a daily schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. **MINIMUM CHARGES.** There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

**15) CREDIT INFORMATION AND PAYMENT TERMS:** THE TERMS OF PAYMENT is based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that Mar Media may demand immediate payment without prior notice. **PAYMENT TERMS.** Rental invoices and loss and damage invoices are payable upon receipt of invoice and not later than net 10 days. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 1.5% per month will be applied to all past due accounts, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

**RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE.** Rental payments may not be applied to the purchase price of any equipment.

**16) CANCELLATION PENALTIES & POLICIES:** Mar Media shall be entitled to compensation, not to exceed the lease payments, for any losses that Mar Media may sustain because of your cancellation of all or part of an order.

In the event of cancellation when on a daily or weekly schedule, cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on your behalf. By keeping Mar Media informed of your shooting schedule you could either minimize or avoid cancellation fees.

**17) TITLE AND OWNERSHIP:** You specifically acknowledge Mar Media's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

**18) RIGHT OF ENTRY AND INSPECTION:** Mar Media shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of Mar Media access to the location of the Equipment. If there is a breach of any of the provisions of the ERC, Mar Media has the right to remove all of the Equipment without any liability to you, and without prejudice to Mar Media's right to receive rent due or accrued to, including the date of removal of the Equipment.

**19) INDEMNIFYING THE RENTAL HOUSE:** You agree to indemnify Mar Media and to hold Mar Media and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

**20) MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT:** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE in which Mar Media is located. This agreement shall be deemed to have been made in Miami-Dade County in which Mar Media is located, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which Mar Media is located. **WHEN THE CUSTOMER IS A CORPORATION.** The person executing the ERC on behalf of such corporation warrants that he/she has full authority of such corporation to sign the ERC and obligate the corporation.

**21) ENTIRE AGREEMENT:** The signed ERC constitutes the entire agreement between you and Mar Media. Any changes must be made in writing and agreed to by both parties.

**22) TERMS AND CONDITIONS APPLY:** All of the preceding terms and conditions apply to Equipment that is rented from the Mar Media and is transported to a location outside the U.S.A.

**23) SHIPMENT OUTSIDE THE U.S.A.:** Mar Media will only allow shipment through an established Customs Broker, contracted by you. Said U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to the Equipment leaving the U.S.A. A certified copy of the registration form must be returned to the rental house OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that you: "shall (1) return the said products described in the Carnet to the USA, or (2) pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products". A certified copy of the Carnet must be returned to the renter.

**MAR MEDIA WILL PROVIDE AN ITEMIZATION OF ALL EQUIPMENT Listing:** brand name; country of origin/manufacture; item; serial numbers; and replacement value.

**ALL BROKERAGE CHARGES AND SHIPPING CHARGES,** fees and taxes are to be borne by you and prepaid prior to shipment.

**RETURNING SHIPMENTS SHOULD BE CONSIGNED TO THE ORIGINATING CUSTOMS BROKER** for clearance and re-entry into the U.S. In no cases is the Equipment to be shipped directly back to Mar Media. Returning shipments should contain instructions to the Customs broker regarding the disposition of the Equipment after clearing the U.S. Customs (i.e. deliver equipment to the Rental Facility, or to your U.S.A. address).

**YOU ACKNOWLEDGE THAT RENTAL CHARGES ACCRUE** for time in transit, including the time Equipment may be in the hands of the designated Customs broker, or U.S. Customs Service. You acknowledge and agree that the payment of U.S. Import Duty Taxes, which may be levied for foreign made goods, is your responsibility, even though you followed the above procedures.

**Company name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_