

# INTER VIDEO

This equipment Rental (this "Rental") is made effective as of the dates indicated on the rental contract and includes the following terms in addition to those on file at our office ( Inter Video 2000 N. Lincoln St. Burbank, CA 91504 )

## **RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT.**

CGW Enterprises dba Inter Video, hereafter known as "Inter Video", shall rent the Customer the equipment listed on the attached speed sheet issued at the time of the rental.

## **PAYMENT TERMS.**

The rental payments shall be due whether or not the Customer has received notice of a payment. The payment terms of the rental are defined in the rental contract. Inter Video's default term is C.O.D. At the sole discretion of Inter Video a "net 15 day" credit Account may be established after supplying satisfactory (to Inter Video ) credit information.

## **DEPOSIT.**

At the sole discretion of Inter Video or its appointed agent a deposit may be required in advance of any rental.

## **SERVICE CHARGE.**

If any Rental installment is not paid within 2 day(s) after the due date, the Customer shall pay to Inter Video a surcharge charge of 1% of monies overdue per day. At this time the Rental will cease and the equipment shall be returned immediately to the Renter.

## **INSUFFICIENT FUNDS.**

The Customer shall be charged \$250.00 for each check that is returned to Inter Video for lack of sufficient funds.

## **SECURITY DEPOSIT.**

A Security deposit is required for all customers without insurance and all C.O.D. Customers. The Customer shall pay a security deposit of \$500 U.S. This deposit will be returned to the Customer at the termination of this Rental, subject to the option of Inter Video to apply it against Rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this Rental is terminated. The security deposit shall not bear interest.

## **RISK OF LOSS OR DAMAGE.**

The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to Inter Video in the condition received from Inter Video, with the exception of normal wear and tear. Inter Video or their appointed agent will determine normal wear and tear. All determinations made by Inter Video are final.

*Continues on next page...*

# INTER VIDEO

## **INSURANCE AND INSURANCE CERTIFICATE.**

The Customer shall insure the equipment for its full replacement value under an ALL RISKS POLICY INCLUDING AUTO COVERAGE. A copy of the insurance certificate shall be provided to Inter Video prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as “**Inter Video 2000 N. Lincoln St. Burbank, CA 91504.**” Inter Video will be named additionally insured loss payee. Failure of the insurance company to honor a claim in no way changes the obligation of the Customer to compensate Inter Video for the full new replacement value of the equipment and all loss of rent of the equipment until it is replaced or paid for. The minimum paid up term of the Insurance must be for the initial period of the Rental plus one-month.

## **RENTAL TERM.**

This Rental shall begin on the above effective date and shall terminate on return in fully working condition to Inter Video’s facility. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be Rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state. At any time Inter Video has the right to terminate the Rental with 7 days written notice to the customers address as indicated on the rental contract.

## **CREDIT REFERENCES.**

The customer will provide credit references as required by Inter Video.

## **CARE AND OPERATION OF EQUIPMENT.**

The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

## **MAINTENANCE AND REPAIR.**

The Customer shall maintain the equipment in good repair and operating condition, no equipment may be painted without prior approval. The Customer shall pay all costs required to maintain the equipment in good operating condition. Such costs shall include labor, material, parts, and similar items.

## **COMPANY'S RIGHT OF INSPECTION.**

Inter Video shall have the right to inspect the equipment during Customer's normal business hours.

*Continues on next page...*

# INTER VIDEO

## **RETURN OF EQUIPMENT.**

At the end of the Rental period, the Customer shall be obligated to return the equipment to Inter Video at the Customer's expense. Any freight, insurance or customs charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customers account.

## **ACCEPTANCE OF EQUIPMENT.**

The Customer shall inspect each item of equipment received pursuant to this Rental. The Customer shall immediately notify Inter Video of any discrepancies between such item of equipment and the description of the equipment on the speed sheet. If the Customer fails to provide such notice in writing within 1 day after the receipt of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified on the speed sheet. Any subsequent claim that the equipment was missing or not provided in fully functional order will not be considered.

## **EARLY RETURN OF RENTED ITEMS.**

Equipment rented for periods longer than one day and returned early are due a credit only under the following circumstances. Equipment rented for a one (1) week period will be due a credit only if it is returned prior to the number of days charged for the rental expiring. Example: a two (2) day charge for a week rental returned after the second day would receive no credit. Equipment rented for one (1) month with a eight (8) day rental charge and returned after the eighth day would receive no credit. All equipment ordered and purchased for a particular job will receive no credit or refund. Sub-rented equipment will receive credit for early return only if the supplier agrees to an early return credit. Equipment returned on the same day it was picked up will receive a 50% credit. All credit card fees are non refundable.

## **FAILURE TO PERFORM.**

If the equipment fails to perform after the initial acceptance it will be the responsibility of the customer to notify Inter Video at 818-843-3624 24/7. Inter Video will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

## **OWNERSHIP AND STATUS OF EQUIPMENT.**

The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. Inter Video shall be deemed to have retained title to the equipment at all times, unless Inter Video transfers the title by sale. The Customer shall immediately advise Inter Video regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

## **WARRANTY.**

Inter Video makes no warranties; express or implied, as to the equipment rented. The Customer assumes the responsibility for the condition of the equipment.

*Continues on next page...*

# INTER VIDEO

## **INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.**

If the equipment is damaged or lost, Inter Video shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like new equipment, which equipment shall become the property of Inter Video and subject to this contract.

## **LIABILITY AND INDEMNITY.**

Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Rental is the obligation of the Customer, and the Customer shall indemnify and hold Inter Video harmless from and against all such liability. Customer shall maintain liability insurance of at least \$2,000,000.00 U.S. unless waived in writing by Inter Video.

## **CASUALTY INSURANCE.**

The Customer shall insure the equipment in an amount sufficient to cover the new replacement cost of the equipment and any loss of rental income.

## **TAXES AND FEES.**

During the term of this Rental, the Customer shall pay all taxes, assessments, and license and registration fees on the equipment.

## **DEFAULT.**

The occurrence of any of the following shall constitute default under this rental: A. The failure to make a required payment under this Rental when due. B. The violation of any other provision or requirement that is not corrected within 4 Day(s) after written notice of the violation is given. Application or sale for or by any creditor or government agency.

## **RIGHTS ON DEFAULT.**

If the Customer is in default under this Rental, without notice to or demand on the Customer, Inter Video may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. Inter Video shall be obligated to re-rent the equipment, or otherwise mitigate the damages from the default, only as required by law.

## **NOTICE.**

All notices required or permitted under this Rental shall be deemed delivered When delivered in person or by mail, postage prepaid, addressed to the appropriate party At the address shown for that party at the beginning of this Rental.

*Continues on next page...*

# INTER VIDEO

## **ASSIGNMENT.**

The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Company's prior written consent.

## **ENTIRE AGREEMENT AND MODIFICATION.**

This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

## **GOVERNING LAW.**

This contract shall be construed in accordance with the laws of the **State of California**.

## **SEVERABILITY.**

If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **WAIVER.**

The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and Compel strict compliance with every provision of this contract.

## **MODIFICATION OF THIS AGREEMENT.**

All modifications to this agreement are valid only if they are made in advance, in writing and approved also in writing, by Inter Video or its authorized agent.

## **CERTIFICATION.**

Customer certifies that the application, statements, trade references, and financial reports submitted to Company are true and correct and any material misrepresentation will constitute default under this contract.

## **SALE.**

In the case of a purchase of equipment or expendables, all sales are final. In the event of a problem with or non-performance by any purchased item the manufacturer's stated warranty is the purchaser's sole remedy. Returns may be accepted on new unmodified products in the first 14 days with a 20% restocking charge at the sole discretion of Inter Video or its appointed agents.

## **END OF TERMS AND CONDITIONS.**

**REVISED 2018-03-27.**