

THAT CAT CAMERA SUPPORT, LLC

TERMS AND CONDITIONS

1. The person executing the rental contract on behalf of the Lessee warrants that he/she has full authority of the Lessee to sign the rental contract and obligate the Lessee to the terms and conditions of this rental agreement.
2. Lessee shall pick up and return the equipment to Lessor during business hours. At Lessee's request and expense, the Lessor may arrange shipment of the equipment to the designated location. Lessee is considered to have taken delivery of the equipment and therefore assumes all risk of loss from the time that the equipment is either picked up by Lessee or delivered by Lessor to a common carrier for shipment to Lessee.
3. Lessee acknowledges and agrees that he has an obligation to inspect and test all of the equipment on or before the time of rental. By accepting delivery of said equipment, Lessee acknowledges that he has received said equipment in good working, operating condition; mechanically, optically, electrically and in all other respects.
4. Lessee acknowledges that Lessor has made no warranties or representations, expressed, implied, oral, written, or otherwise as to the condition, performance, operation, fitness to use or any other matter as to said equipment except as expressly set forth herein.
5. In no event shall Lessor be responsible for any claims by Lessee for alleged loss of revenue, damages or expenses, claimed to have arisen out of Lessee's use of the said equipment. It shall be the duty of the Lessee to check the equipment and to notify Lessor immediately of any claimed defect or non-function in any of the equipment herein. Provided notice of claimed defect is given to Lessor immediately following the required inspection and test by the Lessee, and provided the equipment is returned to Lessor forthwith for inspection by Lessor and provided there is a defect of non-function as claimed by the Lessee, and provided said defect is determined by Lessor, in its sole judgment, to have occurred after the equipment had left the premises of Lessor, and provided Lessor in its sole judgment determines that said defect was not caused by any act of the Lessee or its employees or agents, then Lessor shall have the option of repairing the equipment, substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling the equipment. The rental charges for all of said equipment so returned to and accepted by the Lessor shall be abated from the time of acceptance of such return. In the event Lessor substitutes replacement equipment rental charges thereon shall begin on the date of the delivery by Lessor of such equipment. The provisions of this paragraph shall be the only recourse of Lessee for claimed defects.
6. The Lessee agrees to keep and maintain rental equipment and supplies in good condition, reasonable wear and tear excepted. The Lessee assumes full responsibility for the value of such equipment until such rented items are returned in good order to the actual possession of the Lessor. Rental fees shall be payable until the rented equipment is returned to the Lessor (at Lessee's sole cost and expense), or until replaced in actual kind or until payment in full is made for lost or damaged rental equipment and supplies, regardless of cause of loss or damage.
7. Lessor's agents may at all reasonable times enter premises where leased equipment is located in order to inspect the condition of equipment.
8. Unless otherwise expressly agreed, the Lessee shall not sublease the paid leased equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the Lessee personally. Lessee agrees not to remove or cover the nameplate identifying Lessor's ownership of the equipment or the serial numbers of the equipment.
9. Unless otherwise expressly agreed, all rental invoices and damage invoices are payable upon receipt.
10. A finance charge of 2.084 per month, which is an annual percentage rate of 25%, may be made for any past due balances.
11. A Late Fee Penalty of \$35.00 may be assessed for any balance that is not paid when due.
12. The Lessee agrees to, at Lessee's expense, to provide insurance for any equipment leased hereunder for the period said equipment is away from the premises of Lessor including while the equipment is in transit or while being loaded or unloaded in, from upon any vessel, vehicle or storage facility against any loss or damage what so ever such as fire, theft, acts of God, etc. and to assume full responsibility for all such equipment rented. Such insurance shall be for the full replacement cost of said equipment and for loss of use (rental income) of said equipment. Lessee shall deliver to Lessor a Certificate of Insurance satisfactory to the Lessor, showing Liability Coverage and Property Insurance prior to taking possession of said equipment. Such insurance shall be written by a reputable insurer acceptable to the Lessor. Lessee's insurers agree to be the primary insurers of said equipment during the rental period. Notwithstanding this paragraph, Lessee shall remain primarily liable to the Lessor for the full performance under the terms and conditions of the rental contract. The Lessor may enforce its remedies directly against the Lessee without resort to Lessee's insurance.
13. Miscellaneous/Rented Equipment insurance shall be on a worldwide basis and shall name **THAT CAT CAMERA SUPPORT, LLC** as Loss Payee for loss or damage to equipment rented. All policies shall provide for 10 days written notice to the Lessor before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk regardless of source, but in no event less than \$1,000,000.00. Unless otherwise expressly agreed, no policy of insurance shall have a deductible higher than \$2,500.00.
14. Lessee shall name **THAT CAT CAMERA SUPPORT, LLC** as additional insured on Lessee's Liability insurance and Lessee's Liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the minimums of Commercial General Liability: \$1,000,000.00 per occurrence and annual aggregate, Aircraft Liability, if filming from an aircraft, \$2,000,000.00.
15. Except to the extent arising out of Lessor's own gross negligence or willful misconduct, Lessee shall indemnify and hold harmless **THAT CAT CAMERA SUPPORT, LLC** from any and all claims, suits, actions, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the receipt, use or operation of equipment by Lessee, its employees, agents and contractors.
16. Lessee acknowledges Lessor's superior title and ownership of the equipment and must keep the equipment free of all liens, levies and encumbrances. Lessee may not assign or pledge the equipment.
17. If the Lessee shall default in any of the terms, covenants or conditions hereof or in punctually making any payments due hereunder, or if any execution or other writ or process shall be issued in any action or proceeding against Lessee whereby the said equipment may be seized or taken or restrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee, or in the event any judgment is obtained against Lessee or if in the sole judgment of Lessor, the equipment being leased or sold is being improperly used, then and in such event Lessor shall have the option to immediately take possession of such equipment and shall have the right with its agents and employees to enter the premises where the equipment may be and to remove the same with or without force and with or without notice, without being liable to any suit or action or proceeding by Lessee for such acts.
18. Lessee shall comply with and conform to all laws and regulations relating to the possession, use or maintenance of equipment, and shall hold Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use, and pay promptly when due all taxes and other public charges against or upon the equipment.
19. The Lessee grants to the Lessor the unconditional option to terminate this agreement on 24 hours' written notice by registered mail, certified mail, personnel service or electronic communications. On the occurrence of such event, the Lessee shall immediately return to Lessor at the Lessee's risk and expense, the, the equipment in the same condition as when first rented. Upon receipt of the equipment, Lessor shall refund the unexpired portion or any rental prepaid by Lessee, less all claims by the Lessor.
20. The Lessee agrees to pay all reasonable attorney's fees and costs incurred by Lessor in protecting its rights or property under this agreement. Should the Lessor be compelled to commence any action against Lessee for any sum due and owing under this agreement, the Lessee does hereby agree to pay Lessor the amount due and owing as reasonable attorney's fees plus costs and interest. The acceptance of the return of the rented equipment is not a waiver by Lessor of any claims for latent or patent damage to the equipment.
21. The parties acknowledge and agree that, unless and until the parties agree otherwise, these Terms and Conditions shall apply to all rental transactions between the parties. The remedies granted Lessor under this agreement shall be cumulative and not limited to any single particular remedy. This agreement contains the entire understanding between the parties and, except as set forth above, may not be modified, except by another agreement in writing, signed by both parties to this agreement. No terms, representations or warranties, expressed or implied, not herein set forth in writing shall bind Lessor. Lessee shall not assign this lease without the prior written consent of Lessor.
22. This agreement shall be governed by the laws of the State of Connecticut. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court in the State of Connecticut, in any action, suit, or other proceeding arising out of or relating to this agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

*****ANNUAL AGREEMENT** (for annual agreement, Terms & Conditions must be signed by Principal Owner / Partner / CEO of company)

AGREED SIGNATURE: _____ PRINT NAME: _____ TITLE: _____

COMPANY: _____ DATE: _____ EXPIRES: _____

*****SINGLE JOB AGREEMENT** (for single job agreement, Terms & Conditions may be signed by UPM / POC but only apply to this job)

AGREED SIGNATURE: _____ PRINT NAME: _____ TITLE: _____

COMPANY: _____ JOB NAME & #: _____ DATE: _____