



5026 Biloxi Ave. North Hollywood CA 91601  
760-702-2579

1. These terms and conditions are an integral part of this rental contract. As used herein, "Equipment" means all of the equipment listed in this rental contract; and "Renter" means the party listed next to "Bill To" on the reservation

Provided.

2. Renter has made its' own selection of Equipment without any suggestion or recommendations of Heindl Cinema . The Equipment is rented to Renter without any warranty or guaranty of any kind, expressed or implied, including the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Renter assumes the entire responsibility that the Equipment selected by it is fit for its intended use and purpose and for the nonperformance of the Equipment.

3. Renter acknowledges that it has inspected and tested the Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Renter. Furthermore, Renter shall re-inspect and test all Equipment prior to each use thereof and shall view its footage daily.

4. IN NO EVENT SHALL Heindl Cinema BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (E.G., LOST PROFITS OR DELAYS CLAIMS) ARISING OUT OF RENTER'S USE OF EQUIPMENT. Renter shall notify Heindl Cinema immediately in writing if the Equipment is not functioning and/or damaged. Heindl Cinema shall have the option of substituting other like Equipment in exchange for the nonfunctioning or damaged Equipment or of canceling this rental contract and recalling all Equipment. The rental charges for all Equipment so returned to Heindl Cinema shall be abated from the time of acceptance and return. Likewise, rental charges shall accrue and be owed for any replacement Equipment from the date of replacement.

5. Renter shall only allow the Equipment to be used by duly qualified and/or licensed technicians in strict accordance with its contemplated use. Renter shall not permit the Equipment to be used in violation of any laws.

6. Renter assumes all risk of loss whether or not covered by Renter's insurance. Once Renter has taken actual or constructive possession of the Equipment (i.e., it has picked up the Equipment or the Equipment is in transit to it) its responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on own premises, while in use, and while in storage on the rental facility's premises.

7. Renter is responsible for all property (including but not limited to camera(s), lighting, audio & accessories) stored and/or transported by Heindl Cinema for Renter's ultimate use. Heindl Cinema shall be acting as the agent of Renter in storing and/or transporting Equipment and property that belongs to third party(ies).

8. Renter must obtain and maintain in full force the following insurance covering all Equipment during the entire rental period. Renter shall deliver to Heindl Cinema evidence acceptable to Heindl Cinema of all such insurance prior to taking possession of the Equipment. a. Property Insurance on a replacement cost basis without deduction for depreciation, naming Heindl Cinema as "Loss Payee" for loss or damage. Such

policy shall cover "All Risks" and provide for 30 days written notice to Heindl Cinema before any policy is modified or cancelled. **Such policy must cover theft from an unattended vehicle.** Such policy must give Heindl Cinema sole discretion whether to repair or replace the Equipment or retain the proceeds. Policy limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

b. Liability Insurance naming Heindl Cinema as an "Additional Insured." Such insurance must meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000.

c. Renter's property and liability coverage, constituting the primary coverage for the Equipment and issued on a non-contributory basis. Renter's insurance carrier agrees that the rights of Heindl Cinema shall not be affected by any act, neglect or breach of condition by the Renter, other than nonpayment of premium. Renter shall remain primarily liable to Heindl Cinema for full performance under the terms of this rental contract in the event of a dispute with its insurance carrier and for uninsured losses. Lapse or cancellation of Renter's insurance, as required by this rental contract, shall allow Heindl Cinema to immediately and automatically terminate this rental contract, at Heindl Cinema's Option.

9. Renter shall not remove the Equipment to any foreign country without Heindl Cinema's prior written consent. If such consent is given, Renter must obtain at its own expense all proper and necessary worldwide insurance coverage in addition to the insurance requirements specified above.

10. Renter specifically acknowledges Heindl Cinema's superior title and ownership of the Equipment. Renter shall keep the Equipment free of all liens, levies and encumbrances and may not assign or pledge the Equipment. Renter shall not under-lease or loan any Equipment to any person, firm, or corporation unless (i) the person or entity agrees in writing to be bound by this rental contract; and (ii) the insurance provided remains in full force and effect. In such event, the Renter is not released from any of Renter's obligations hereunder.

11. Renter must have the entire Equipment order returned to Heindl Cinema by 10:00 am on the due date unless written approval is obtained from the Heindl Cinema rental department. Equipment arriving after 10:00 am and before 4:00 pm will be subject to an automatic 1/2 day charge. Equipment arriving after 4:00 pm will be subject to an automatic one-day charge. Partially returned packages will be considered to be still out and subject to the aforementioned late charge schedule until the entire order is Returned.

12. Heindl Cinema's acceptance of the Equipment upon its return does not release Renter from any liability and is not a waiver of any claims for latent or patent damage that Heindl Cinema may have against Renter. **Heindl Cinema shall have one week to inspect returned Equipment for any damages, wear and tear and/or excessive cleaning required or missing items. Heindl Cinema will notify Renter of any issues via mail or email within one week after the Equipment is returned.**

13. Renter must clear all images, content or data from the Equipment prior to returning it. If Renter fails to do so, Heindl Cinema is authorized to do so, without prior notice to Renter. Renter is solely responsible for storing and safeguarding its images, content and data prior to returning the Equipment.

**14. If any Equipment is lost, stolen, broken or damaged, whether or not Renter is at fault, Renter shall immediately pay monetary damages sufficient for Heindl Cinema to replace and/or repair the Equipment without depreciation. Renter is also fully liable and responsible to Heindl Cinema for any lost business and/or sales as a result of the necessary replacement or repairs of the Equipment, and shall compensate Heindl Cinema in full.** Renter is also fully responsible to pay immediately and upon notification up to the full amount of its insurance deductible to Heindl Cinema to cover any costs or claims whatsoever that

may arise with regard the rental. Heindl Cinema reserves the right to charge the Renter's credit card for these costs at its discretion or to deduct such amounts from any security deposit that has been provided.

15. Renter shall pay all costs incurred by Heindl Cinema in enforcing its rights hereunder, including reasonable outside attorney's fees.

16. Renter shall indemnify, defend and hold harmless Heindl Cinema and all its employees, members and agents against any and all claims, actions, damages, liabilities and expenses (including reasonable attorney's fees) arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment by anyone during the rental period. This indemnification shall survive the term of this rental Contract.

17. This rental contract shall be construed in accordance with and governed by the internal laws of the State of California.

18. This signed rental contract, including the terms and conditions, constitute the entire agreement between Heindl Cinema and the Renter. Any changes must be made in writing and signed by both parties. The person signing on behalf of Renter represents and warrants that he is authorized to do so.

Read and Agreed:

\_\_\_\_\_  
Company Name / Individual Name (This name must match the the COI provided )

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Lines below can be provided via Email if currently unknown:

\_\_\_\_\_  
Lessee approved AC ( person(s) prepping / checking equipment )

\_\_\_\_\_  
Lessee approved driver name and contact