



In Association with:



CITATION SUPPORT

6737 Centennial Blvd
Nashville, TN 37209
615-298-5252
citationsupport.com

MASTER LEASE/RENTAL AGREEMENT TERMS & CONDITION

Please Read and Understand Carefully.

This Equipment Rental Agreement ("AGREEMENT") is entered into and by and between

(Name) _____

(Street address) _____ (City) _____ (State) _____

(Zip code) _____

(Telephone) _____

and or its SUCCESSORS, here after "Customer" and SECOND LIGHT LLC. dba CITATION SUPPORT, 6737 Centennial Blvd Nashville, TN. 37209, a Tennessee LLC and or its SUCCESSORS, here after "Rental Company" on (date) _____ 20 _____. Customer agrees to rent certain Items and or Vehicles and or Studio Space (the EQUIPMENT) for the term and at the rental rate for such equipment as set forth in, quotes, written invoices, lease schedules or other addenda prepared for that purpose collectively known as the "Associated Schedules". This Agreement and the "Associated Schedules" are subject to the following TERMS and CONDITIONS and Customer agrees to be bound hereby. In the event of any conflict between the "Associated Schedules" and this Agreement, this Agreement shall control.

Terms & Conditions:

1. Representations, Warranties and Agreements: Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. Customer agrees as follows: (a) except as set forth in Rental Company's representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company's representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents warrants and agrees that Customer has complied and will continue to comply with all manufacturer's specifications as to the safe use of the Equipment.

2. Testing: Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.
3. Non-Working Equipment: Customer shall notify Rental Company immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such nonworking Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.
4. Technician/Operation: Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.
5. Pick Up and Return. Equipment is typically available for pick up between 3:00pm and 4:30pm CST on Rental Companies normal business days. All equipment must be returned to the Rental Companies premises before 10:00am CST the day following your rental. Failure to meet this deadline will result in additional rental charges until equipment has been returned and received. The full daily rental rate will be charged for each day equipment is not returned after the date specified for the return of the equipment. Upon the expiration date of this Agreement and Associated Schedules with respect to any or all equipment, you will return the property to us, together with all accessories, burned out lamps included, free from all damage and in the same condition and appearance as when received by you. Equipment and Vehicles are considered returned and in Rental Companies possession only once they cross the threshold of our truck bays during normal business hours and only after it has been inspected by Rental Company and returned to inventory ready to rent. Vehicles and equipment left on our premises are not to be construed to have been returned until all of the above conditions have been met.
6. Loading and Unloading. When equipment is being picked up in a non-Rental Company supplied vehicle, Customer is solely responsible for loading, unloading and securing equipment within said vehicle.
7. Risk of Loss: Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken possession of the Equipment the moment Equipment is in Customer's custody and control. In addition, if Rental Company ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Rental Company), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs.
8. Storage: Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Rental Company for Customer's ultimate use. Rental Company shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.
9. Insurance: Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days). Customer shall deliver to Rental Company evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b) actual cash value for Vehicles, and (c) loss of use of the Equipment and Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days), arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason (other than a final, non-appealable judicial determination that same arose or resulted from the negligence or willful misconduct of Rental Company) shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above.

a. *Property Insurance:* Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).

b. *Liability Insurance:* Customer shall name Rental Company as an additional insured on their liability insurance. Customer's liability insurance shall 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; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; 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 (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

c. *Rental Company Insurance:* Rental Company will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Rental Company. Rental Company will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer.

d. *Primary Coverage:* Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect.

10. Missing and Damage: Rental Company shall provide Customer with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Rental Company. Rental Company upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Rental Company to have their crew member(s) verify the Equipment physically returned to Rental Company at a time that is mutually agreeable.

11. Clearing of Data: Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Rental Company, and Customer authorizes Rental Company to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Rental Company. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Rental Company.

12. Title: Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

13. Default: In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

14. Collection and Applicable Law. Customer has ten (10) business days to question or dispute any items or charges on Rental Companies invoice. Failure to do so shall waive any right to dispute such charges, and they shall be deemed accepted and approved by Customer. All sums owed by Customer under this agreement & associated schedules 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 and shall bear the interest rate of two (2%) per month or any portion there of or the maximum permitted by law, whichever is greater. Invoices past due shall have any applied discounts removed and full rental rates reinstated. This Agreement shall be governed by the State of Tennessee and Customer agrees to accede to and not contest the jurisdiction of the courts of the State of Tennessee in any proceedings brought by Rental Company against Customer and further agrees that any proceedings which it may institute arising from or resulting from this Lease shall be brought in Davidson County in the State of Tennessee.

15. Indemnity: Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Rental Company agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company's negligence or willful misconduct of Rental Company, or that of Rental Company's employees, agents, or contractors, Rental Company not having the right to rent the Equipment or Rental Company's failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.

16. Entire Agreement: Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Rental Company and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. By Execution hereof, you agree that you are an authorized agent or employee of the Customer identified in this Agreement with full authority to enter into and bind Customer to this Agreement. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original. This Agreement shall run for this rental and for all subsequent rentals for one (1) year from the date written below and will automatically renew for successive one year terms.

17. Governing Law: This rental agreement has been entered into in the State of Tennessee and shall be governed by laws of the State of Tennessee, without reference to any conflicts of law principles. Customer and Rental Company agree to the State of Tennessee having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

18. Definitions: As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) and/or Studio Space so listed in the Rental Quote / Contract; "Rental Company" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING THE CONTRACT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND VEHICLES AS LISTED ON YOUR RENTAL CONTRACT AND WILL BE BOUND BY THE POLICIES, TERMS AND CONDITIONS HEREIN.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

X _____

(CUSTOMER) PLEASE PRINT YOUR NAME

X _____ TITLE: _____ DATE: _____

CUSTOMER - SIGNATURE

X _____

(RENTAL COMPANY REPRESENTATIVE) PLEASE PRINT YOUR NAME

X _____ TITLE: _____ DATE: _____

RENTAL COMPANY REPRESENTATIVE - SIGNATURE