

# THE FUN TON GRIP & LIGHTING, INC. RENTAL AGREEMENT

\*TO CONFIRM YOUR ORDER PLEASE RETURN THE FOLLOWING PAPERWORK\*

1. An APPROVED ESTIMATE
2. A valid CERTIFICATE OF INSURANCE (COI). SEE "INSURANCE" See below.
3. Driver information including a copy of a VALID Drivers License when renting vehicles.

The above actions signify that all parties have agreed to the terms of the Estimate and The Fun Ton Grip and Lighting, Inc Rental Requirements. The Fun Ton Grip and Lighting, INC will begin preparing the requested package for rental only when the fore- mentioned actions are satisfied.

## PAYMENT

1. PAYMENT TERMS ARE REQUIRED PRIOR TO RELEASE OF ANY EQUIPMENT. PAYMENT IS ACCEPTED IN THE FOLLOWING

FORMS: Check (Corporate, Personal, or Certified) – Payment in full at time of equipment pickup. Credit Card (Visa, MasterCard, American Express, Discover) – Payment in full at time of equipment pickup. Cash – Payment in full at time of equipment pickup.

CREDIT CARD DEPOSIT MAY BE REQUIRED.

## INSURANCE

1. ALL CUSTOMERS MUST PROVIDE The Fun Ton Grip and Lighting, INC WITH INSURANCE PRIOR TO THE FIRST RENTAL:

The Fun Ton Grip and Lighting, Inc Must Be Listed As an "Additionally Insured and Loss Payee" On the Policy.

Also Make Sure of the Following: (1) The policy is written by a United States carrier in U.S. dollars. (2) The customer's policy must provided coverage for RENTED EQUIPMENT COVERAGE, GENERAL LIABILITY COVERAGE on rented equipment, accessories and additionally HIRED AUTO COVERAGE for rental vehicles. (3) The limit of liability is clearly stated. (4) The deductible, if any is indicated. (5) The coverage is all risk. (6) The coverage is written on a world-wide basis, including transit. (7) The coverage is written on a "Replacement Cost Basis" without deduction for depreciation. (8) The captioned policy will be endorsed to provide 30 days written notice to The Fun Ton Grip and Lighting, Inc in the event of cancellation, reduction, or increase in coverage. (8) The policy includes an endorsement stating that with respect to equipment rented from The Fun Ton Grip and Lighting, Inc as their interest may appear. (9) The certificate is signed by either a representative of the insurance company or an agent of the company.

**TERMS & CONDITIONS** The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting, grip, and/or vehicle (hereinafter described as equipment) in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to The Fun Ton Grip and Lighting, Inc. compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate The Fun Ton Grip and Lighting, Inc. in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants The Fun Ton Grip and Lighting, Inc unconditional permission to charge his credit card account for equipment lost, stolen, or damaged.

In no event shall The Fun Ton Grip and Lighting, Inc. be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify The Fun Ton Grip and Lighting, Inc. immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to The Fun Ton Grip and Lighting, Inc. immediately upon the holding of the required test by the renter, and provided the said equipment is returned to The Fun Ton Grip and Lighting, Inc. forthwith for inspection by The Fun Ton Grip and Lighting, INC., and provided there is a defect of non- function as claimed by the renter, and The Fun Ton Grip and Lighting, INC., in its sole judgment determines that said defects was not caused by any act of the renter or its employees or agents, then The Fun Ton Grip and Lighting, Inc. shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by The Fun Ton Grip and Lighting, Inc. shall be abated from the time acceptance of such return in the even The Fun Ton Grip and Lighting, Inc substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by The Fun Ton Grip and Lighting, Inc. of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.

The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to The Fun Ton Grip and Lighting, Inc. The renter further agrees to pay the per diem rental rate for each day past the due date. No allowance will be made for any reason.

The renter agrees that the leased property herein will not be taken from the ground in an airplane or any machine used for air travel without written consent of The Fun Ton Grip and Lighting, Inc. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally.

The renter agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles and/ or equipment showing ownership of The Fun Ton Grip and Lighting, Inc.

If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, The Fun Ton Grip and Lighting, Inc. shall have the option to retake immediate possession of said equipment and for such purpose The Fun Ton Grip and Lighting, Inc. its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

The renter agrees to pay all reasonable attorney's fees and costs incurred by The Fun Ton Grip and Lighting, Inc. in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

The acceptance of the return of the rented equipment is not a waiver by The Fun Ton Grip and Lighting, Inc. of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

No terms, representation or warranty, express or implied, not herein set forth in writing shall bind The Fun Ton Grip and Lighting, Inc. The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_