Available Lighting
826 Jefferson Highway
New Orleans, LA 70121

RENTAL AGREEMENT

1. Indemnity. Lessee/Renter (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold Available Lighting and Motion Picture Services, Inc. its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, including the active or passive negligence of Us, except as the result of Our sole negligence or willful misconduct, from the time the Equipment leaves Our place of business in your care, custody or control when You rent/lease it until the Equipment is returned to Us.

2. Rental Policies. Our minimum rental period is one calendar day. All prices for rentals are on a per calendar day basis and are for the agreed upon calendar days only. Unauthorized extensions beyond the agreed upon days will be charged at the full daily rate and with a minimum of a one-day charge. If rental equipment is returned earlier than the agreed upon rental dates, no credit will be given without 24 hours' notice of your intention for an early return. Orders may be picked up between 3:00-5:00 PM prior to the day of rental depending on equipment availability and with Our prior approval and must be returned before 10:00 AM the day following the last rental day or incur an additional day's rental fee. Cancellation of the Equipment within twenty four hours of the beginning of the rental period will be charged at fifty percent of the rental estimate. You are required to sign Our Rental Agreement and return it to Our office prior to the pickup or delivery of the Equipment.

3. Loss of or Damage to Equipment. You are responsible for loss, damage or destruction of the Equipment in your care, custody or control, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in Your storage, while on Your premises, and while being used by You in any manner whatsoever, including damage or destruction of the Equipment caused by the active or passive negligence of Us, except that You are not responsible for damage to or loss of the Equipment caused by Our sole negligence or willful misconduct. If by agreement, We deliver or pick up rented equipment to or from You, You shall be responsible for all loss and/or damages to the equipment from time of delivery until equipment is actually picked up and/or returned to our facility. Acceptance of the return of the rented equipment does not waive claims against renter for latent or hidden damage to equipment. You are also responsible for actual and verifiable loss of use, and You shall fully compensate Us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable.

4. Terms. You are responsible for payment in full at the beginning of the rental period except where otherwise agreed upon by Us. We accept Visa, MasterCard & American Express credit cards, debit cards, as well as company checks, ACH and cash. **All invoices above $500.00 paid with a credit or debit card will be assessed with a 4% card processing fee.** You further authorize Your credit card to be used for any other charges requested and guaranteed by cardholder without subsequent prior written or verbal notification to cardholder. These charges include but are not limited to any and all rental charges, equipment delivery, shipping or pickup charges, after hours opening charges, credit card fees, late payment and collection fees, forfeiture of discounts based on late payment, interest, verification of funds, insurance deductible charges, expendable items, fuel, mileage, parking tickets, toll charges, missing equipment and/or equipment damage charges. Prior authorization must be obtained from Us to extend credit to You and bill for Our Equipment Rental including acceptance of an ACH payment. If We agree to bill You, the total amount is due on the due date of Your invoice from Us. If Your payment is not received when due, Your invoice will bear interest at the rate of one and one-half percent (1 ½%) per month from the date the rental charges were incurred, and any discounts granted by Us to You will be revoked.

5. Protection of Others**.** You will take reasonable precautions in regard to the use of the Equipment in your care, custody or control to protect all persons and property from injury or damage. The Equipment shall be used only by Your employees or agents qualified to use the Equipment.

6. Equipment in Working Order. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement.

7. Property Insurance. You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance"), covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) theft from unattended vehicles (v) loss in shipping to and from Our place of business, (vi) loss of use of the Equipment, from the time the Equipment is picked up by You or a shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is received or returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than $250,000 with a minimum of $98,000 for any one piece of equipment. The Property Insurance shall be primary coverage over Our insurance for any and all policies including umbrella policies. A copy of the Property Risk insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

8. Auto Insurance. You shall, at your own expense, maintain commercial auto liability insurance ("Auto Liability Insurance"), including coverage for the operations of independent contractors. The Auto Liability Insurance shall name Us as an additional insured and provide that said insurance is primary coverage for any and all policies including umbrella policies. You shall, at your own expense, maintain commercial Auto Physical Damage (Comprehensive/Collision) Coverage ("Auto Comprehensive/Collision Insurance"), including coverage for the operations of independent contractors.

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The Auto Physical Damage (Comprehensive/Collision) Coverage Insurance shall name Us as an additional insured and provide that said insurance is primary coverage for any and all policies. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: a minimum of $1 Million in Commercial Auto Liability and Physical Damage (Comprehensive/Collision) Coverage for non-owned/rented Autos or All Autos. A copy of the Auto Liability Insurance policy and the Auto Comprehensive/Collision Insurance Policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

9. Liability Insurance. You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary coverage for any and all policies including umbrella policies. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than $2,000,000 (including the coverage specified above) and not less than $1,000,000 per occurrence. A copy of the Liability Insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

10. Insurance Generally. All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us. You shall hold Us harmless from, and shall bear the expense of, any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay the amount of the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.

11. Cancellation of Insurance. You and Your insurance company shall provide Us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions.

12. Certificates of Insurance. Before obtaining possession of the Equipment, You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

13. Taxes. Applicable state and local sales taxes are additional to the price of the Equipment. For tax exempt sales, You must have an original Louisiana Sales Tax Exemption Certificate which must be provided to Us prior to rental or purchase.

14. Operators. Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment, and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies. All generators and electrical distribution systems must be grounded and run in accordance with the current National Electrical Code (Article 250) and any regional electrical codes that may apply. Generators are not to be used with any lightning producing devices without prior approval from Us.

15. Compliance With Law and Regulations. You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.

16. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which We are responsible, Our liability will be limited to the contract price, and We will, in no event, be liable for any consequential, special or incidental damages.

17. Subrogation. You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Equipment.

18. Bailment. This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.

19. Condition of Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any

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reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed by Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by Us.

20. Expenses. You will be responsible for all expenses, including but not limited to fuel, lubricants, tolls, towing, parking fees, parking violations and all other charges in connection with the operation of the Equipment.

21. Accident Reports. If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, Your employees, and agents will cooperate fully with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to Us any documents served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both You and Us.

22. Default. If You fail to pay any portion or installment of the total fees payable hereunder or You otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of Our right to cease such performance at any time so long as such Default has not been cured.

23. Return. Upon the expiration date of this Agreement with respect to any or all Equipment, You will return the property to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You. Burned out bulbs must be returned for credit. Broken or unreturned bulbs will be charged at list price without deduction for depreciation.

24. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the Additional Equipment rented, the daily or weekly rental rate and any other fees associated with the additional Equipment Rental. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

25. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

26. Applicable Law. This Agreement will be deemed to be executed and delivered in Jefferson, Louisiana and governed by the laws of the State of Louisiana and the Parish of Jefferson under the jurisdiction of the courts of Louisiana.

27. Arbitration. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration, in New Orleans, LA, under the auspices of an arbitrator to be named by Us. The arbitration will be conducted by a single arbitrator under the Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

28. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

29. Facsimile/Scanned Signature. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

ALL THREE PAGES OF THIS RENTAL AGREEMENT ARE ACKNOWLEDGED AND AGREED UPON BY THE FOLLOWING AUTHORIZED COMPANY REPRESENTATIVE:

Company Name:_____

Address:_____

City:_____ **State & Zip Code:**_____

Telephone #:_____ **E-Mail Address:**_____

Name of Company's Authorized Agent:_____

Company's Authorized Agent Signature:_____ **Date:**_____