

Wolf Seeberg Video Rental Agreement Terms and Conditions.

This contract affects your rights and liabilities.

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This is the same small print as on back of other Film/TV rental houses in Los Angeles.

- 1. Inspection.** Customer (or "Your" or "You") acknowledge(s) that s/he has examined and tested the items of equipment listed herein (the "Equipment") and that the same are in good working condition and accepts the same as is, and without any rental reductions or claim therefore. You acknowledge that this Equipment is leased to You without warranty or guarantee of any kind express or implied and that Wolf Seeberg Video (or "WSV") assumes no responsibility, implied in fact or law, for the performance or non-performance of said Equipment. You shall return to WSV, at Your expense, for exchange for other Equipment, any listed item which, subsequent to delivery, becomes inoperable.
- 2. Delivery.** You agree that You take delivery of the Equipment and assume all risk of loss from the time that the Equipment is set aside from WSV'S rental inventory at its facility for Your use. You are responsible for any and all damage that You cause to Equipment, property and person(s) during testing and for this entire Agreement term.
- 3. Use.** This Equipment, or any part hereof, may not be removed from the United States, and shall not be subleased or assigned, without WSV's prior written consent. Any un-permitted attempt to assign or sublease without WSV's written permission shall be null and void. The Equipment shall be used only by Your duly qualified employees and/or agents. You shall keep the Equipment in Your sole care, custody and control and shall not permit it to be used in violation of any federal, state or municipal statutes, rules or regulations.
- 4. Return, Repair, Maintenance.** If any item of Equipment is returned in a damaged, destroyed or non-working condition, or if any such item is not returned for any reason (including, but not limited to, destruction, confiscation, theft or act of God), You shall pay to WSV, the cost to replace the same item, or closest, comparably equipped, equivalent, or better new model if immediately available, at current retail price without deduction for depreciation. If any item is returned in a repairable, damaged condition, You shall pay to WSV the cost of such repairs as determined solely by WSV. In determining whether Equipment shall be replaced or repaired, WSV's judgment shall be conclusive upon You. Notwithstanding anything to the contrary in this Agreement and regardless of when You pay WSV, in the event of loss or damage to the Equipment, You shall be liable to pay rent at full rental rate for the Equipment item(s) irrespective of any package or other discounts agreed to at the inception of this Rental Contract, until all of the Equipment has actually been repaired and/or replaced, returned to WSV's rental inventory and WSV's invoice to You for loss and damages has been paid in full. If requested, You shall immediately advance the money to pay for the repair or replacement of missing or damaged Equipment. You acknowledge that there may be delays in repair or replacement attributable to

WOLF SEEBERG VIDEO 3013 Yale Avenue, Marina Del Rey, CA 90292

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causes beyond WSV's control. The acceptance of the return of the Equipment is not a waiver by WSV of any claims that it may have against You, nor a waiver of any claims for latent or patent damage to the Equipment.

5. Rates and Late Charges. The terms of payment are based upon Your credit information at time of rental. The first rental day shall be the day after delivery to You. The last rental day shall be the day of return if such return is after 10:00 AM. When on daily schedule, daily rate will be charged for Sundays and Holidays if Equipment is used. Rent is payable upon receipt of invoice. All invoices not paid within 10 days from invoice date will accrue late charges at the rate of 1 ½% per month (18% annually). If WSV places the account with an attorney for collection, You agree to pay all reasonable attorneys' fees and costs which may accrue. Rental rates paid will not be applied to the purchase price of any Equipment listed herein under any circumstances.

6. Title and Ownership. You specifically acknowledge WSV's superior title and ownership of the Equipment and shall keep it free of all liens, levies and encumbrances. You acknowledge that You shall be responsible for all taxes, transportation charges, duties, customs brokers fees, bonds, and all costs imposed upon the leasing or use of said Equipment. You agree not to remove or cover over any serial numbers, tags, nameplates or logos on Equipment showing WSV's ownership.

7. Right of Entry. WSV shall have the right to inspect the Equipment at any time, anywhere during the rental term. In the event of any of the following, including but not limited to, termination of the lease period, non-payment of any rental charges, breach of any provision hereof, the filing of a proceeding in bankruptcy regarding You, or the levying of any legal process upon any item of Equipment, or upon any use of Equipment in derogation or violation of WSV's superior title and ownership, WSV and its agents shall have the unconditional rights to declare the entire amount due under this Agreement and to remove all of the Equipment without demand or notice to You, without any liability for trespass or other damage caused by any such entry, and without prejudice to WSV's right to receive rent due or accrued to and including the later of the date of removal of the Equipment, or the date this Agreement expires, plus any and all additional costs, fees, damages and loss of rents which WSV incurs in the course of repossession of the Equipment.

8. Indemnity and Liability. During and continuing after the term of this Agreement, You agree to indemnify, defend and hold WSV, its agents and employees, harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of or connected with, or resulting from the Equipment or the personnel provided hereunder during the term of this Agreement, including without limitation, manufacture, selection, delivery, possession, condition, use, operation, conduct,

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or return of said Equipment and for any violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

WSV shall not be liable for any loss or damage of any kind, whether caused by negligence, or otherwise resulting from any delay, detention, late-delivery, non-delivery, defect or deficiency in the Equipment or other materials supplied, handled, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any other personnel or service provided by WSV.

9. Insurance. You shall, at Your expense, at all times from the time of delivery of Equipment to You, maintain Miscellaneous Equipment, Third Party Property Damage and Commercial General Liability insurance covering all Equipment rented for full replacement cost without deduction for depreciation and for loss of use (rents) of the Equipment in amounts and with insurance companies WSV approves. Property Insurance shall be on an "All Risk" or "Special" form, on a worldwide basis with WSV named as Loss Payee for loss or damage to Equipment. WSV shall be named as Additional Insured as respects all of your liability insurance which shall be deemed primary and non-contributory in the event of any claim or suit. All policies shall provide for 10 days written notice to WSV before any policy shall be modified or canceled. You shall deliver to WSV, upon request, evidence of insurance coverage satisfactory to WSV. Lapse or cancellation of the required insurance shall be an immediate and automatic default by You under this Agreement.

10. Foreign Use. You must notify WSV in advance of all Equipment that is due to leave the United States and You must register it with U.S. Customs prior to departure. At Your request, WSV will furnish You with a statement including serial number, country of origin and replacement value of Equipment. Adequate bonds, all customs fees and taxes are to be provided by and prepaid by You prior to shipment. Any delay due to shipping, Customs, broker, Your failure to register Equipment and any other cause shall be charged at normal daily rental rates until all Equipment is returned to WSV.

11. Aircraft use. WSV electronics and other equipment are not approved or certified (but not limited to that) for any aircraft use. The Customer agrees to save and hold harmless, indemnify and defend the Company against any and all claims and/or causes of action which arise out of any improper or unauthorized (but not limited to that) use.

12. Shipping Costs. All air or surface shipments of Equipment by WSV for you will be shipped collect for freight charges and insurance. All Equipment You return to WSV must be shipped pre-paid and insured. You are responsible for all rental charges, costs, fees and taxes incurred once the Equipment is delivered to a Carrier.

13. Miscellaneous. This Agreement shall be deemed to have been entered into in California and governed by California State law. Should any legal

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proceedings arise out of this Agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorneys' fees. Jurisdiction and venue for all purposes are proper only in state or federal courts in Los Angeles County, California.

Customer agrees that Customer has read and fully understood all product manuals and literature supplied with Rental equipment. Customer is deemed to know the law regarded permitted uses of equipment.

14. Changes. The Rental Contract and these Terms and Conditions express the entire agreement between the parties and any change thereto must be in a signed writing.

If You are a corporation, the person signing this Agreement on behalf of such corporation hereby warrants that (s)he has full authority of such corporation to sign this Agreement and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be due and owing to WSV at any time under the terms of this Agreement. You certify that You have read and fully understand all of the above provisions prior to executing this Agreement.

15. Screen Credit. Customer agrees to include "Video Assist equipment provided by Wolf Seeberg Video" in the end titles of the film in anything but a commercial less than 5 minutes in length.

I hereby rent Wolf Seeberg Video equipment subject to the conditions set forth above. I have read and agree to these conditions. I have received a price list and agree to pay the rates as quoted.

Signed and agreed to: _____
OFFICER OF THE COMPANY

Print Name _____

Title _____ Date ____ / ____ / ____

Company _____

Address _____

City _____

Phone _____

FAX _____

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A fax or copy of this form with signature shall be valid as the original.

Return to:

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Revised: 11/14/03

end of video rental agreement.

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