

Rental Agreement

I. Terms and Conditions

- Renter acknowledges that s/he has inspected and received equipment as itemized and in good working condition, and that s/he accepts full responsibility for the return of said equipment in the same condition in which it was received, allowing for normal use and wear, and that s/he further accepts responsibility for the cost of repairs or replacement necessitated by loss or damage of equipment during this rental period.
- Renter agrees to pay all rental and shipping charges incurred from the time said equipment leaves the premises or control of Adolph Gasser, Inc. and for the duration of the rental period, which shall be terminated only upon the return of said equipment to the premises and control of Adolph Gasser, Inc.
- Renter accepts responsibility to report all losses, damages, or malfunctions immediately to Adolph Gasser, Inc. whose sole option it shall be to replace or repair the equipment or to terminate the rental. Any rescindments of rental charges are at the sole discretion of Adolph Gasser, Inc. and are contingent upon immediate notification by Renter and subsequent verification of any malfunction by Adolph Gasser, Inc. All thefts or losses must be reported to Adolph Gasser, Inc. within forty-eight (48) hours of occurrence accompanied by a police report and a written account of the incident by the Renter.
- Renter agrees that Adolph Gasser, Inc. is free from all losses, costs, or liabilities including film stock and/or production costs arising out of the use or because of the use of rented equipment and accepts that in no case shall the responsibility of Adolph Gasser, Inc. extend beyond the rescindment, at its sole discretion, of the rental charges incurred by the Renter with Adolph Gasser, Inc.
- Renter agrees to have no repairs performed on rented equipment without the express written consent of Adolph Gasser, Inc.
- If any equipment problem is encountered during the rental period the Renter must notify Adolph Gasser, Inc. by telephone, singing telegram, e-mail, or facsimile immediately. There is no possibility of refund or reduction in rental fees or Renter's commitment to Adolph Gasser Inc. unless Renter has: (1) gone over the equipment carefully upon return with a member of our technical staff, (2) has reported the problem(s) promptly, and (3) has made sure that problems have been detailed upon return on the original contract paperwork.
- Rental items not returned by rental contract expiration date will be considered missing or stolen unless Renter obtains from Adolph Gasser, Inc. a rental extension recorded on the contract prior to the original equipment return date. After that time any deposit security, (e.g. equipment or cash), becomes the property of Adolph Gasser, Inc. and may be used and/or liquidated at its discretion to defray rental charges and/or replacement costs. Any excess of such charges and costs beyond the deposit value shall be owed by Renter to Adolph Gasser, Inc. and no further business with the Renter shall be allowed until such time as the charges are cleared by full payment.

II. Financial Responsibility

- Renter agrees that no rental charges paid shall apply towards the repair, or replacement of rental equipment.
- Renter shall pay rent on the equipment at the rate set forth under the heading "Per Day" on the reverse side of this contract. Unless arranged otherwise in advance, rentals are due and payable upon pickup of the equipment at the start of the rental period.
- Extended or "Long Term" rentals beyond a 30-day period will be billed and due on a monthly basis commencing with the date one calendar month from the pickup date of the rental.
- Renter is responsible for the payment of any and all fees incurred by Adolph Gasser, Inc. (i.e. attorney's fees, court costs, transportation, collection costs, etc.) in the recovery or attempt at recovery of rental equipment not returned as agreed. Any fees related to credit card charges and or refunds are the sole responsibility of the card holder.
- The Renter shall compensate Adolph Gasser, Inc. for any loss sustained as a result of partial or full equipment cancellation, if notice is not given at least twenty-four (24) hours in advance of agreed upon pickup time. Adolph Gasser INC. retains the right to charge a preparation fee up to the full rental amount for cancellations without proper notice.
- Adolph Gasser Inc. retains the right to charge Renter for any concealed damage revealed after the Renter has left the premises of Adolph Gasser Inc.
- If Renter fails to pay when due any rental fees or other amounts required to be paid to Adolph Gasser, Inc. or in a timely matter perform any covenant, condition, or obligation under this contractual agreement, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Renter, the Adolph Gasser Inc. may give verbal or written notice to Renter of termination of this agreement, which right of termination shall be in addition to any other rights of Adolph Gasser, Inc. under the law. In the event that such notice of termination is given, Renter shall immediately return the equipment to the premises of Adolph Gasser, Inc. without further demand or notice and without court order or legal process. This agreement shall be terminated upon such return of the equipment, but such termination shall not operate to rescind Renter's obligation to pay all amounts owed to Adolph Gasser Inc. by Renter.
- ADOLPH GASSER, INC. MAKES NO WARRANTIES EXPRESSED OR IMPLIED AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE EQUIPMENT RENTED UNDER THIS AGREEMENT.

III. Insurance

All rental customers are requested to supply a certificate of insurance verifying sufficient and current coverage for rentals with net replacement value over \$7500.00. The certificate must include the following provisions: (1) Adolph Gasser Inc. is named as "Loss Payee" as their interests may appear in regards to equipment rented to the insured (i.e. the Renter), (2) the coverage must be "All Risk" for full "Replacement Cost" or "Replacement Value" with policy limit equal to or greater than the value of the entire package being rented at any one time, and (3) Adolph Gasser, Inc. is to be provided a ten (10) day notice of cancellation should the certified policy be cancelled or reduced. This certificate of insurance must be in our office prior to the release of any equipment. Renter is fully and personally responsible for all equipment rented to her/him.

Coverage: Direct Physical Loss subject to standard policy conditions and exclusions including:

- Wear, tear, scratching of lenses, insects/vermin, and damage while being worked upon.
- Theft by Renter or their employee(s) or others to whom they may have entrusted property.
- Mechanical breakdown and electrical failure
- Civil unrest or insurrection
- Unauthorized internal adjustment and/or repair
- Theft from any unlocked vehicle or while visible from the outside

THANK YOU