

### Contrast Visuals & Consulting Inc Rental Agreement

1. Lessee has made their own selection of Equipment without any suggestion or recommendations of Contrast Visuals & Consulting, hereinafter "Contrast" and Lessee understands and agrees that said Equipment is rented to Lessee without any warranty or guaranty of any kind, expressed or implied, and that Contrast assumes no responsibility for the Equipment as being fit for any particular purpose whatsoever. Lessee assumes the entire responsibility that the Equipment selected by them is fit for their intended use and purpose and for the non-performance of the Equipment.
2. Lessee acknowledges that they have inspected and tested all Equipment supplied by Contrast at the time of rental and that all Equipment are in good and working order and acceptable to Lessee. Furthermore, Lessee agrees that they will re-inspect and test all such Equipment prior to each use thereof and that they will view their footage daily.
3. Contrast shall not be responsible to Lessee for any claims by Lessee for alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of Equipment. In the event Equipment is not functioning and/or damaged Lessee shall notify Contrast immediately in writing of any claimed malfunction and/or damage of any Equipment. Contrast shall have the option of substituting other like Equipment in exchange for the returned or of canceling this agreement and recalling all Equipment. The rental charges for all Equipment so returned to Contrast shall be abated from the time of acceptance and return. LikeWise, rental charges shall accrue and be owed for any replacement Equipment.
4. Lessee shall only allow the Equipment to be used by duly qualified and/or licensed technicians and only in strict accordance with its contemplated use. Lessee shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of any laws.
5. Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage. Once Lessee has taken possession of the Equipment, Lessee's responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on own premises, while in use, and while in storage on the rental facility's premises. Lessee is responsible for the pick up and return of the Equipment to the rental facility during normal business hours or else shall be responsible for all costs.
6. Lessee is responsible for all property (including but not limited to camera(s), lighting, audio & accessories) stored and/or transported by Contrast for Lessee's ultimate use. Contrast shall be acting as the agent of Lessee in storing and/or transporting property which belongs to third party(ies).
7. Lessee must insure all Equipment at their expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment rented, from all sources, for the full replacement cost without deduction for depreciation. Lessee shall deliver to Contrast evidence acceptable to Contrast of all insurance required by Contrast prior to Lessee taking either constructive or actual possession of the Equipment.
- a. Lessee's insurance should be on a replacement cost basis without deduction for depreciation; shall name Contrast as "Loss Payee" for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment, and all policies shall provide for 30 days written notice to Contrast before any policy shall be modified or cancelled. Theft from an unattended vehicle exclusion must be removed from the policy. It shall be Contrast's sole discretion whether the Equipment shall be repaired or replaced. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.
- b. Liability Insurance. Lessee shall name Contrast as an "Additional Insured" on their liability insurance. Lessee'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; 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.
- c. Lessee's property and liability coverage is the primary coverage for Equipment and said coverage must be issued on a non-contributory basis. Lessee's insurance carrier agrees that the rights of Contrast shall not be affected by any act, neglect or breach of condition by the Lessee, other than non-payment of premium. Lessee shall remain primarily liable to Contrast for full performance under the terms of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this contract, shall allow Contrast to immediately and automatically terminate this contract, at Contrast's option.
8. Lessee agrees that said equipment shall not be removed to any foreign country without prior written consent of Contrast. If such consent is given, lessee must obtain at its own expense all proper and necessary worldwide insurance coverage in addition to the already specified requirements.
9. Lessee specifically acknowledges Contrast's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances and may not assign or pledge the Equipment. Lessee shall not under-lease or loan any equipment to any person, firm, or corporation and said equipment shall at all times remain under the immediate personal control and supervision of Lessee.
10. Contrast's acceptance of the equipment does not release Lessee from any liability and is not a waiver of any claims for latent or patent damage that it may have against Lessee. Lessee agrees to give Contrast one week to inspect said equipment for any damages, wear and tear and/or excessive cleaning required or missing items. Contrast will notify Lessee of any issues via email within one week after the date that the equipment is actually returned.
11. If any equipment is lost, stolen, broken or damaged, whether or not Lessee is at fault, Lessee shall immediately pay monetary damages sufficient for Contrast to replace and /or repair of said equipment without depreciation. Lessee is also fully liable and responsible to Contrast for any lost business and/ or sales as a result of the necessary replacement or repairs or said equipment and shall compensate Contrast in full.
12. Lessee is aware and agrees that they are fully responsible to pay immediately and upon notification up to the full amount of their insurance deductible to Contrast to cover any costs or claims whatsoever that may arise with regard the rental. Contrast reserves the right to charge the clients credit card for the coverage of these costs upon its own discretion.
13. Lessee agrees to pay for all costs incurred by Contrast in protecting Contrast's rights or property hereunder, including, reasonable, outside attorney's fees.
14. Lessee agrees to indemnify, defend and hold harmless Contrast and all its agents against any and all claims, actions, damages, liabilities and expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment by whomsoever operated. This indemnification shall survive the term of the rental contract.
15. This agreement, and the rights and liabilities of all parties shall be governed in accordance with the laws of the state of Tennessee.
16. The signed Rental Contract and The Terms and Conditions constitute the entire agreement between Contrast and the Lessee. Any changes must be made in writing and signed by both parties.
17. Contrast shall mean Contrast Visuals & Consulting Inc, and/or any of its subsidiaries. Equipment shall mean 'all equipment'.

\_\_\_\_\_  
Lessee / or Agent of Lessee

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

Insurance of equipment is the responsibility of the renter.

Shipping costs are the responsibility of the renter.

All deposits made on equipment are refundable solely at the discretion of Contrast Visuals & Consulting Inc.



**BILLING & CREDIT CARD  
AUTHORIZATION FORM**

rent@contrast-visuals.com

COMPANY/JOB NAME: \_\_\_\_\_

JOB DATES: \_\_\_\_\_ INVOICE: \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to pick up equipment and I, \_\_\_\_\_ take full responsibility for payment and any damages that might occur. I declare that all information I have provided is correct.

I hereby authorize Contrast Visuals and Consulting, Inc to charge this credit card for security deposits, and insurance deductibles.

\_\_\_ (initial) I hereby authorize Contrast Visuals and Consulting, Inc to charge the credit card below for final payment on this job.

\_\_\_ (initial) I authorize for this card to be kept on file for future jobs and charges.

\_\_\_\_\_  
Printed Name Date

\_\_\_ Do not charge this card for the rental. Payment will be made by: \_\_\_\_\_

**PLEASE ATTACH PHOTOCOPY OF CREDIT CARD & PHOTO ID**

Cardholder Name: \_\_\_\_\_

Credit Card Bank Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Security Code \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Please print the address where you receive the monthly bill for the above card:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

\_\_\_\_\_  
Print

