



High Contrast

LIGHTING & GRIP INC.

Jaye Kenyon

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3061 Philips Highway, Suite 106

Jacksonville, FL 32207

Equipment Rental Agreement

This Equipment Rental Agreement (this "Agreement") is between High Contrast Light and Grip, Inc. ("HCLG") and the person or entity designated below as lessee ("Lessee") for the rental of the equipment listed on attached Exhibit "A" (the "Equipment") subject to the terms and conditions set forth herein.

1. Rental Period and Cancellations. The minimum rental period is one full day. HCLG requires 24 hours notice for all cancellations. In the event of less than 24 hours notice for a cancellation, a charge of one full day will be due for lack of advance notice. Lessee agrees to pay rental charges for the period of time the Equipment is in Lessee's custody until its return to HCLG. No allowance will be made for any equipment that is unused.

2. Payment Terms. Payment terms are net 30 days if Lessee is located in Florida. If Lessee is located out-of-state, payment terms are 50% Deposit, and 50% C.O.D. at the end of rental agreement. Lessee agrees to pay a late charge equal to 1.5% per month after 30 days.

3. Equipment.

(i) Equipment Condition. Lessee agrees that the Equipment rented is in good condition and accepts it as is. Lessee acknowledges that the Equipment is leased without warranty either expressed or implied including the warranty of merchantability for a specific purpose and that HCLG assumes no responsibility for the performance or nonperformance of the Equipment. For the rental term, Lessee shall maintain the Equipment in good condition and repair. At the end of the rental term, Lessee shall, at its own cost and expense, deliver and return the Equipment to HCLG in good condition and repair. Lessee agrees to repair and/or replace the Equipment if damaged or lost, respectively. Lessee agrees to pay for the loss of rental income until such time as the Equipment is fully repaired and returned to HCLG or full payment in settlement of loss has been received by HCLG. The acceptance of the return of the Equipment is not a waiver by HCLG of any claims that it may have against Lessee, nor a waiver of claims for latent or patent damages to the Equipment. HCLG reserves the right to charge Lessee's credit card for any lost, damaged or overdue equipment.

(ii) Equipment Use. Lessee agrees the Equipment will be used for business purposes only. Lessee will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of these terms and conditions or in violation of any applicable laws or use or operate the Equipment other than in the manner and for the use contemplated by the manufacturer. Lessee agrees not to lease the Equipment to another party without the prior written consent of HCLG. Lessee agrees not to remove or cover any tags or name plates showing HCLG as the owner of the Equipment.

(iii) Equipment Location. Lessee agrees not to move the Equipment from the address set forth to HCLG without the prior written consent of HCLG. Lessee will not move the Equipment out-of-state without the prior written consent of HCLG. Lessee shall allow HCLG or its agent, at all reasonable times, to enter the premises where the Equipment is located for the purpose of inspecting the condition of the Equipment.

4. Termination of Agreement. If Lessee defaults on any of the terms, covenants, or conditions contained herein, including, but not limited to making rental or other payment or if any execution or other writ or process shall be issued in any action or proceeding against Lessee, whereby the Equipment may be seized or taken, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if Lessee shall enter into any arrangement or composition with its creditors, or in the event that any judgment is obtained against Lessee, then and in any such event, HCLG shall have the right to terminate this agreement and to retake immediate possession of the Equipment and, for such purpose, HCLG, its agents or employees, may enter upon any premises where the Equipment may be located, and may remove the Equipment, with or without force and with or without notice of intention to retake the Equipment, without being liable in any suit, action, or other proceeding by the Lessee.

5. Assumption of Risk. Lessee assumes all responsibility and risk in the use and operation of the Equipment and shall be responsible for providing proper safety devices and equipment to safeguard users or operators of the Equipment and for installation of the Equipment in safe and adequate facilities, in order to comply with all Federal, State and Local laws or regulations and industry standards.

6. Indemnification. Lessee agrees to indemnify and hold HCLG harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damage or injury to persons or property of whatever kind or nature arising from the use or operation of the Equipment rented, or from the negligence or carelessness of the agents or employees of lessee. Lessee shall notify HCLG of any accident involving the Equipment.

7. Insurance Requirements. Lessee agrees to secure and maintain "All risk" coverage including theft and perils of transportation, naming HCLG as Loss Payee. The certificate must show an amount of coverage equal to the full value of the equipment rented. Lessee agrees to secure and maintain Comprehensive General Liability insurance in an amount not less than \$1,000,000. Lessee shall provide HCLG a Certificate of Insurance, signed by an authorized representative of Lessee's insurance company evidencing that Lessee is in compliance with the mentioned insurance provisions of this Agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that HCLG shall receive 30 days written notice of cancellation or reduction in the limits of liability.

8. Entire Agreement. This agreement contains the entire understanding between the parties, including representation, and may not be modified except by another agreement in writing, signed by both parties to this Agreement.

IN WITNESS WHEREOF, HCLG and Lessee have executed this Agreement as of: _____, 20____ ("Effective Date").

HCLG: HIGH CONTRAST LIGHTING AND GRIP, INC.

By: _____

Name: _____

LESSEE: _____

By: _____

Name: _____