



# High Contrast

## LIGHTING & GRIP INC.

**Jaye Kenyon**

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3061 Philips Highway, Suite 106

Jacksonville, FL 32207

## Terms

### Contract

These terms and conditions form part of a rental or sales contract between you and High Contrast Lighting and Grip, Inc. and apply to all equipment and supplies rented or purchased by you. Acceptance of your rental or sales quote and/or acceptance of any rental equipment constitutes full acceptance of these terms. All terms and conditions are subject to change without notice. To download a copy of our Rental Agreement click [here](#).

### Charges & Penalties

Rental rates are based on a one-day rental. Equipment may be picked up after 3pm on the day prior to the rental day. Equipment must be returned by 11am on the day following the rental day to avoid extra charges.

High Contrast Lighting and Grip, Inc. must agree in writing to any extension of the rental term.

Rentals are subject to the complete rental fee if canceled less than 24 hours in advance unless we can re-book the items.

### Pricing, Payment, & Credit

All published pricing is subject to change without notice. Unless otherwise stated, all estimate/quotes are valid for ten days.

Rental or Sales must be paid in full before pickup unless credit has been established with High Contrast Lighting and Grip, Inc..

Upon approval of credit, all invoices must be paid Net 30. Failure to pay invoices within the 30 days may result in a 1.5% per month late fee and loss of credit with High Contrast Lighting and Grip, Inc.

All credit card charges come from HIGH CONTRAST LIGHTING AND GRIP, INC. In the event that a chargeback is wrongfully claimed, you agree to pay the outstanding amount plus an additional \$35 false chargeback fee immediately.

Checks made payable to High Contrast Lighting and Grip, Inc. may be processed electronically the same day, therefore the funds should be available immediately. High Contrast Lighting and Grip will not accept a check to be held. In the event a check is returned to High Contrast Lighting and Grip, you agree to pay the outstanding amount plus an additional \$35 returned check fee immediately.

### Insurance Requirements

You must insure all equipment rented at all times. You shall at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost, except vehicles which are actual cash value, and for the loss of use (rental) of the equipment. Coverage must be in force from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned.

Proof of insurance must be furnished to High Contrast Lighting and Grip prior to taking possession of any equipment. The Certificate of Insurance must be satisfactory to High Contrast Lighting and Grip and cover appropriate Liability Coverage and Property Coverage. High Contrast Lighting and Grip must be named as Additional insured and Additional Loss Payee on the Certificate.

### Equipment Restrictions

You may not remove or cover the sticker, tag, bar-code, serial number, or name plate on equipment showing ownership by High Contrast Lighting and Grip, Inc. At all times, High Contrast Lighting and Grip, Inc. shall have the right to inspect equipment and observe its use. You consent to provide access to equipment at any time requested. It shall be lawful for High Contrast Lighting and Grip, Inc. or their agents at any time to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of the said equipment.

You may not sublease any equipment without specific written consent of High Contrast Lighting and Grip, Inc.

### Equipment Inspection & Testing

All equipment is provided in good working order. You acknowledge that you have fully inspected and/or tested, and accepted all equipment in good working order.

### Responsibility of Equipment

You assume all responsibility for equipment rented from High Contrast Lighting and Grip, Inc. when it leaves our shop. You are responsible for any damage or loss regardless of insurance coverage.

In the event any equipment is damaged, destroyed, lost, stolen, or otherwise does not return - you will be responsible for the cost to repair or replace the equipment and additional rental fees to cover time lost. The rental period will be extended until High Contrast Lighting and Grip has repaired or replaced the equipment. Upon return of damaged equipment, High Contrast Lighting and Grip will inspect the damage and determine the required repairs. Should High Contrast Lighting and Grip determine that the equipment should be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at the current retail prices less any discounts available, without deduction for depreciation.

### Transportation

Pickup and return of equipment from High Contrast Lighting and Grip's shop is your responsibility. At your request and expense, delivery, pick-up, or shipping can be arranged.

Grip trucks must be operated by staff drivers or freelance drivers approved by High Contrast Lighting and Grip. All drivers must comply with applicable US DOT regulations.

### Attorney Fees

You agree to pay High Contrast Lighting and Grip all costs and expenses, including attorney fees and/or collection fees incurred by High Contrast Lighting and Grip in enforcing any of the terms, conditions, or provisions. The laws of the state of Florida shall govern this contract.

### Indemnity

You agree to indemnify and hold harmless High Contrast Lighting and Grip, Inc. from any and all claims, actions, suits, proceeding, costs, expenses, damage and liabilities, including reasonable attorneys fees and costs arising out of, connected with, or resulting from the lease of any equipment or the employment of any personnel provided by High Contrast Lighting and Grip, Inc. Equipment is used at your sole risk and you will indemnify and hold High Contrast Lighting and Grip, Inc. harmless from any and all liability, claim cost, malfunctioning equipment, and expenses arising out of your use of or possession of the equipment.