

General Terms and Conditions

Hughie's Audio Visual Service, Inc. ("HAVS") agrees to rent to the person or entity ("Renter") designated on the rental agreement ("Agreement") certain equipment as set forth in the Agreement, or the "pull sheet" attached thereto ("Equipment"), upon the terms and conditions set forth below.

1. The Agreement is for the rental of the Equipment only, and not for purchase, unless HAVS has agreed otherwise in writing, and in any event, accrued rental charges shall not be applied toward the purchase of any equipment.
2. During the term of the Equipment rental as identified in the Agreement, and at all times prior to the proper return of the Equipment, the Renter shall maintain the Equipment in good condition and repair. Renter's acceptance of the Equipment shall constitute Renter's acknowledgment that the Equipment was provided to Renter in good condition and repair. At the end of the rental term, the Renter shall, at its cost and expense, deliver and return the Equipment to HAVS in good condition and repair, reasonable wear and tear excepted.
3. In the event a rental term is for a period of one week or less, the Renter shall receive a credit for lamps that fail due to burnout caused by ordinary usage. Use of any spare lamps will be charged to the Renter, and in order for Renter to be eligible for credit under this section, the burned out lamps must be returned to HAVS. If the rental term exceeds one week, the Renter must purchase spare lamps as expendable items, without credit for any burned out lamps.
4. Any Agreement canceled by Renter shall be subject to a cancellation charge equal to the greater of: (a) 50% of the remaining value of the Agreement determined on a pro rata basis, or (b) the full value of any special-order merchandise, equipment or other expense incurred by HAVS to comply with HAVS' obligations under the subject Agreement.
5. Equipment rented before 12 Noon shall be returned to HAVS on or before 12 Noon on the last day of the rental term as provided under the Agreement. Equipment rented after 12:00 Noon shall be returned to HAVS on or before 5:30pm on the last day of the rental term as provided under the Agreement. No credit will be provided to Renter for any unused Equipment. Equipment returned past the day and time due shall be subject to additional late return charges:
6. The Equipment is and shall remain at all times the sole and exclusive property of HAVS. Renter shall not remove, cover or obstruct in any way any nametag or identification on the Equipment reflecting ownership by HAVS.
7. Renter shall not pledge, mortgage or in any way encumber the Equipment.
8. The Renter assumes full responsibility for the Equipment and shall promptly pay HAVS for the full value of the Equipment (or any item) not returned, or returned in a damaged, defective or otherwise inappropriate condition, regardless of cause. Renter shall remain responsible for the full rental cost pursuant to the terms of the Agreement, and further, Renter shall be responsible for the full rental value of any Equipment that is not returned or is returned in a damaged, defective or inappropriate condition, until such Equipment has been replaced and/or repaired and/or returned to its proper condition.
9. Renter shall, at its sole cost and expense, insure the Equipment for its full replacement cost against all risk of physical loss including the perils of transportation, with a qualified, carrier with an A.M. Best Rating of A or better. Renter shall promptly deliver a certificate of insurance to HAVS, together with reasonable evidence of payment of the premiums for said policy. The certificate of insurance shall name HAVS as loss payee and shall show a limit of insurance, which is not less than the full replacement cost of the Equipment. The certificate of insurance shall also name HAVS as an additional insured on Renter's general liability policy with a minimum combined single limit of \$1,000,000. Such policy shall also comply with the requirements set forth in paragraphs 12 and 23 below, and Renter shall provide HAVS with evidence reasonably satisfactory to HAVS of such compliance prior to HAVS' release of the Equipment.
10. Renter shall not take possession of or remove any Equipment from HAVS without prior written consent of HAVS to such removal.
11. Renter assumes any and all risk and responsibility for the safe and proper use and operation of the Equipment, and Renter shall be solely responsible for providing required safety devices and equipment to safeguard users or operators of the Equipment and for the installation of the Equipment in a safe and proper manner. Rental represents and warrants that the Equipment will be used and operated in full compliance with all applicable laws, regulations and industry standards.
12. If the Agreement includes a rental of a motor vehicle as part of or in addition to the Equipment, the following conditions shall apply:

Renter agrees to provide Auto, Bodily Injury, and Property Damage with a combined single limit of not less than \$1,000,000 from a carrier with an A.M. Best rating of A or better.

HAVS will be named as an additional insured and loss payee, HAVS shall be afforded primary liability coverage, and this primary liability coverage shall not be contributory with any other insurance carried by Renter. Renter shall pay premiums for the liability insurance.

Renter shall provide Physical Damage (Comprehensive and Collision) coverage to any vehicle that HAVS may provide to Renter, to either repair or replace the vehicle at full replacement cost.

This insurance shall remain in full force and effect until the Equipment is returned to HAVS.

The interests of HAVS as a party insured by such insurance policy shall not be invalidated or otherwise adversely affected by any act or omission, negligent or otherwise, of Renter or Renter's agents, employees, successors or assigns.

No material change reducing the coverage afforded, or cancellation of such policy shall be effective as to HAVS without thirty (30) days prior written notice to HAVS.

Maximum deductible is \$1,000. Renter is responsible for payment of the deductible. HAVS DOES NOT ACCEPT RESPONSIBILITY FOR UNSAFE OR UNQUALIFIED DRIVERS HIRED BY RENTER, RENTER ACCEPTS COMPLETE RESPONSIBILITY FOR VERIFICATION OF THE GOOD DRIVING RECORDS OF THE DRIVERS IT HIRES AND THAT THEY HAVE PROPER LICENSE CLASSIFICATION AND SKILLS TO OPERATE THE VEHICLE BEING RENTED.

 - a. HAVS shall have no obligation to provide a motor vehicle unless and until HAVS receives satisfactory evidence of Renter's compliance with the conditions contained in this Section 12.
 - b. Fines and Expenses: Renter shall promptly pay any parking, traffic or other fine, as well as any towing, storage or related costs or expenses in any way relating to the Equipment. Renter authorized HAVS to pay any such fine or cost on Renter's behalf, in which case Renter shall immediately reimburse HAVS, together with a \$25.00 administrative fee for each such advance made by HAVS on Renter's behalf.
13. It shall be lawful for the owner of the Equipment, or its agents, at all reasonable times to enter the premises where the Equipment is kept for the purpose of viewing the condition of the Equipment.
14. If the Renter shall default on any of the terms, covenants and conditions herein, or in punctually making any rental or other payments, or if any execution or other writ or process shall be issued in any action or proceeding against the Renter whereby the Equipment may be seized or taken or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Renter or its property, or if the Renter shall enter into any arrangement or composition with its creditors, or in the event that any judgment is obtained against the Renter, then and in any such event, HAVS shall have the right to terminate this agreement and to retake immediate possession of said Equipment and, for such purposes, HAVS its agents or employees, may enter upon any premises where said Equipment may be found, and may remove the same there from, with or without force and with or without notice of intent to retake the same, all without being liable in any suit, action or other proceeding by the Renter.
15. In the event HAVS retakes possession of the Equipment pursuant to Paragraph 14 above, this agreement and any rights of Renter relating to the Equipment shall terminate immediately, without prejudice to any right or claim of HAVS for any outstanding rent, or for any other claim that HAVS may have against the Renter under this Agreement or otherwise.
16. Renter shall not assign this agreement and/or sublease, lend or otherwise permit any other person or entity to use the Equipment without the express written consent of HAVS. Renter agrees that the Equipment shall at all times remain under the immediate control, supervision and direction of the Renter.
17. It is expressly agreed that, in the event is used in any program or production, credit for lighting and/or any other Equipment shall be given to HAVS.
18. Renter hereby grants to HAVS the right to terminate this agreement upon providing written notice not less than 24 hours prior to such termination, which notice shall be provided via certified mail or personal service. Upon any such termination, Renter shall immediately return all Equipment to HAVS, at Renter's cost, in good condition and repair as required hereunder. Upon receipt of the Equipment and determination of its condition, Renter shall be eligible for a refund for the unexpired portion of the rental term only, less any other charges or expenses due from Renter as provided herein.
19. Renter shall pay HAVS for any cost, damage or expense of any kind, including, without limitation, reasonable attorney's fees, incurred by HAVS as a result of Renter's breach of any term or condition provided under the terms of this Agreement.
20. Renter specifically acknowledges and agrees that acceptance of the Equipment from Renter by HAVS and/or acceptance of rent or any other payment from Renter, shall not constitute a waiver by HAVS of any claim or claims that HAVS may have for any damage (latent or patent) to the Equipment or any other breach by Renter. The failure to insist upon strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of any rights of HAVS hereunder.
21. HAVS shall not be bound by any term, representation or express or implied warranty not set forth in writing and contained in this Agreement.
22. Renter acknowledges and agrees that the base rental charge does not include any sales, use or other tax, which shall be added to Renter's invoice, and shall be the sole responsibility of Renter.
23. Renter shall and indemnify and hold HAVS harmless from and against any and all claims of any kind arising out of Renter's use of the Equipment, or arising out of any violations of any law, rule, regulation or order, or otherwise arising out of or relating to the terms of this Agreement. Renter shall promptly notify HAVS of any accident or other incident involving the Equipment or resulting in any breach of the terms of this Agreement. Upon the request of HAVS, Renter shall obtain contractual liability insurance sufficient to protect Renter's obligations under the terms of this Agreement, and shall provide evidence satisfactory to HAVS of the same.
24. The rental charge for the Equipment has been separately stated and set forth to Renter, and HAVS may also render periodic statements to Renter setting forth the rental charge, and any changes or additional thereto.
25. The rental term may be extended with the prior written consent of HAVS, and in such event, the rental charge during the extended rental term shall be set forth on periodic rental statements from HAVS.
26. Payment terms are COD or net 30 days on accounts approved by HAVS, and a service charge of 2% per month shall be added to all past due invoices. All rentals shall be paid in full upon delivery of the Equipment unless Renter had approved credit with HAVS and another payment arrangement has been agreed to by HAVS.
27. Any Renter who do not have approved credit with HAVS may be required to provide a down payment, deposit or another form of security payment on any rental charge as determined by HAVS. HAVS shall not conduct any rental preparation work or obtain any special order merchandise until the required down payment is received by HAVS.
28. By signing this Agreement, Renter hereby authorizes HAVS to charge Renter's credit card in the event that the Equipment is not returned on a timely basis, or in the event that the Equipment is returned in a damaged or other inappropriate condition. Renter further agrees that any accrued rental charges, repair and/or replacement charges, or other expenses incurred by HAVS under the terms contained in this Agreement may also be charged to Renter's credit card.

Name

Date

Company/Organization

Credit Card Name

Credit Card Number

Expiration Date