



Fragile Equipment Customer agreement

General terms and conditions of equipment rental agreement

1. Rent on any equipment leased on a daily basis will be charged if that equipment is used on a Sunday or a holiday. Any request for adjustment of Rental Charges must be made within then days after the receipt of the invoice.
2. Terms all charges are due and payable within thirty (30) days after the invoice date. A service charge of one and a half percent (1 1/2) per month will be added to all past due accounts if not paid within the thirty (30) days period. Any discount shown on the invoice will not be allowed if payment in full is not made within the thirty (30) day period. Any request for adjustment of rental charges must be made within ten (10) days after the receipt of the invoice.
3. The Rental Equipment shall be returned at Lessee's cost and expense by 11 o'clock am to Fragile Equipment. Rental equipment not returned by 11 o'clock am will be charged rent for the full day. Rent is due and payable for the entire period of time even until the Rental Equipment is returned to Fragile Equipment even though some part or all the Rental Equipment is not used.
4. No warrants or representatives with respect to the condition or the suitability of the Rental Equipment for the intended use either express or implied are made.
5. The Lessee will test the Rental Equipment within 24hours after receipt and prior to utilizing the equipment for any purpose. In the event the equipment is not in good working order, Lessee shall forthwith return the Rental Equipment to Fragile Equipment for repair or exchange Equipment. all is not returned for repair all defects or damaged and deemed to have resulted from the use of the Rental Equipment while in the possession custody or under the control of the Lessee
6. Lessee, at Lessee's sole cost and expense shall keep and maintain and shall return the Rental Equipment in good condition and repair reasonable wear and tear excepted.
7. Lessee shall be fully liable for and shall at Lessee's expense, replace any part of the Rental Equipment and its attachments which are lost, stolen, missing, broken or damaged form any cause whatsoever including without limitation acts of God, riots, fire, theft, acts of other parties and all other causes over which the Lessee may not have control.
8. Fragile Equipment has no liability or responsibility for the damage of injury to any person or property including without limitation filmed sequences and any and all costs incurred in the production of such sequences arising directly or indirectly from or attributable to the leasing or use of the Rental equipment.
9. The Lessee agrees to indemnify and hold Fragile Equipment, harmless from any and all claims demands causes of action suits proceedings costs expenses damages and liabilities including reasonable attorney fees arising directly or indirectly out of connected with or resulting fro the leasing or use of any Rental Equipment except any such claim resulting from the sole gross negligence or the intentional or wanton misconduct to any officer director employee or agent of Fragile Equipment.
10. Without limiting the liability of Lessee for indemnity under paragraph 9 above Lessee shall, at Lessee's sole cost and expense procure and maintain a, all Risks of Loss insurance coverage for Direct Physical Loss of or Damage to the Rental Equipment and b, Comprehensive General Liability insurance in an amount not less than combined single limit for Personal injury and Property Damage to the person or property of any person whomsoever including Fragile Equipment Ltd., its officers directors employees and agents with broad form Contractual Liability coverage. The insurance coverage shall commence at the time of the Rental Equipment leaves Fragile Equipment premises and shall remain in full force and effect until the equipment is returned to the premises of Fragile Equipment, or to another specific location designated by Fragile Equipment.
11. If Lessee defaults under any of the terms and conditions of this Agreement including without limitation the prompt payment of all rental charges or if any execution or other written process shall be issued in any action or proceeding against the Lessee whereby the Rental Equipment may be seized, or taken or distrained, or if any proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or the Lessee's property, or if the Lessee shall enter into any arrangement or composition of creditors then in any such event Fragile Equipment, shall have the right and option

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to take immediate possession of the Rental Equipment. For such purpose Fragile Equipment, its agents and employees may enter upon any premises where the Rental Equipment is located and remove it with or without notice of intention and without being liable in any suit or action or other proceeding by the Lessee or any third party. The retaking of possession of the Rental Equipment pursuant to provisions of this paragraph shall be without prejudice to any right or claim for (a) rent (b) loss of rental for the unexpired term, or (c) any other claim that Fragile Equipment, may have against the Lessee.

12. Lessee shall not assign this Lease or sublease or loan any Rental Equipment to any other person or entity. The Rental Equipment shall at all times, remain under the immediate and direct control and supervision of the Lessee. Lessee shall not remove any of the Rental Equipment from Lessee's premises without the prior written approval of Fragile Equipment, its employees agents or representatives shall at all reasonable times have the right to enter upon the premises where the Rental Equipment is located for the purpose of verifying its location and the condition of the Rental Equipment.

13. The acceptance of the Rental Equipment by Fragile Photo Equipment Ltd., upon return by the Lessee of the retaking of the Rental Equipment under paragraph above shall not be deemed a waiver by Fragile Equipment, of any claim it may have against the Lessee for damage injury or loss of the Rental Equipment or any rents due.

14. Lessee shall not remove any tag or name plate on the Rental Equipment showing the ownership of Fragile Equipment.

15. In the event either Fragile Equipment, or the Lessee brings any action or processing for any claim demand or loss or for damages to the person or property of any person whosoever arising directly or indirectly out of this Rental Agreement or the use of the Rental Equipment the prevailing party in any such action or proceeding shall be entitled to recover reasonable attorney's fees and costs in addition to any other judgment or award.

16. The Agreement contains the entire understanding between the parties including warranties and representations and may not be modified or amended except by another agreement in writing signed by the party to be charged No terms representations or warranties express or implied which are not set forth here in shall be binding upon Fragile Equipment.

17. Lessee shall, at their own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading. Equipment and hired motor vehicle physical damage insurance covering owned non owned hired and rented vehicles including utility vehicles such as trailers Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Insuranceshall provide not less than in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds the limits of which must be exhausted before any obligation arises under our insurance. Any and all drivers who drive the Vehicles you are renting leasing from us shall be duly licensed trained and qualified to drive vehicles of this type Although we may from time to time recommend certain qualified drivers with whom we are familiar we do not supply drivers. You must supply and employ any driver who drives our Vehicles even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle and that driver shall be deemed to be your employee for all purposes and shall be covered as an additional insured on all of your applicable insurance policies.

18. This Agreement will be deemed to be executed and delivered in New York City, NY and governed by the laws of the New York State.

WE AGREE TO THE ABOVE TERMS AND CONDITIONS.

AUTHORIZED REPRESENTATIVE OF LESSEE:

PRINT NAME _____ SIGNATURE _____ DATE _____

AUTHORIZED REPRESENTATIVE OF LESSOR:

PRINT NAME _____ SIGNATURE _____ DATE _____

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