



RENTAL AGREEMENT

Please **COMPLETE, SIGN & FAX** back to Revolt Pro Media at 818-904-0005

Company Name	Date:
Contact Name:	Phone:

ENTIRE AGREEMENT. This Agreement including matters incorporated herein, is the entire agreement concerning this subject. It supersedes all prior, contemporaneous, oral or written understandings and can only be modified in writing signed by all parties.

- 1. RENTAL RATE AND TERMS OF PAYMENT.** The Mandatory Terms and Conditions contained in the current Revolt Pro Media Inc price list are incorporated by reference herein. Lessee warrants its having reviewed the current Revolt Pro Media Inc price list and its agreement therewith. Lessee agrees to pay all charges and costs, including rental and deposit to cover insurance deductibles on a COD basis unless otherwise set forth herein. All adjustment claims for a specific invoice are waived unless presented to Revolt Pro Media Inc within 10 days of the invoice date. In addition to interest charge, any discount accorded client shall be immediately and retroactively rescinded in the event of untimely payment. Lessee agrees that in such event, Lessee shall owe and immediately pay the difference between the amount originally owed with the discount and the amount that would have been owed without it. A cancellation fee equal to 50% of the full rental order will be charged for notice of cancellation not given 24 hours in advance and 100% will be charged for notice not given 12 hours in advance and 100% will be charged for notice not given 12 hours before.
- 2. INSPECTION AND DISCLAIMER OF WARRANTIES.** All equipment is rented on an "as is" basis. Lessee warrants that it has inspected and accepted all equipment as complete and in good working condition, and repair at time of delivery. Lessee warrants that it fully understands the proper operation and use of the equipment. After acceptance, and until redelivery of the equipment to Lessor, Lessee shall maintain, service and keep in good repair the equipment at its sole expense and Lessor shall have no responsibility or liability for its failure to function, for its maintenance or care, or for any damage caused to or by the equipment. Lessor specifically disclaims any warranties including merchantability or fitness for intended use, and Lessor shall in no event be liable for consequential damages to Lessee or anyone else. Lessor shall not be responsible or liable for injury or damage to anyone's person or property, including Lessee, arising directly or indirectly out of Lessee's possession, operation or use of the equipment. Lessor shall not accept any claim of subrogation no matter how it arises, and Lessee specifically waives any right it may have for subrogation including the right to transfer such right to third parties.
- 3. LOSS OR DAMAGE.** Lessee shall not cause or permit the equipment to be abused, misused or harmed. All risk of loss or damage to the equipment shall be borne by lessee who shall adequately insure the equipment, either by Lessee's paying for insurance coverage under the Lessor's Rental Insurance Floater or by providing Lessor with a certificate of insurance from a carrier acceptable to Lessor, which certificate must (1) include up to \$1,000,000 liability coverage; (2) cover all liabilities incurred by the use and operation of the equipment and personnel using the equipment or facilities; (3) must hold Revolt Pro Media Inc harmless for all claims, damages, liabilities and expenses. In any case, Lessee shall be liable for any deductible or loss not covered by such insurance policy Lessor has full discretion to accept a certificate of insurance from Lessee's carrier or to require a certificate acceptable to Lessor. Any loss or damage under this section shall be considered a "Default" under paragraph 7 herein.

4. **REPAIR OR REPLACEMENT.** In the event of loss or damage, Lessee shall forthwith cause such equipment to be replaced or fully repaired. The rental charge for the equipment shall continue until the fully repaired or replaced equipment is returned to the Lessor. In addition to the return of the equipment fully repaired or replaced and the payment of all deductibles and losses covered, Lessee irrevocably assigns to Lessor any rights, which Lessee may have under insurance policies covering the equipment as reimbursement to Lessor for any sums expended by Lessor for the repair or replacement of the equipment.
5. **COMPLIANCE WITH LAWS AND INDEMNIFICATION.** Lessee is solely responsible and liable at Lessee's cost for compliance with all laws from the time that the equipment leaves the Lessor's possession until return. Lessor shall be indemnified, defended, and held harmless from all claims, demands, lawsuits, wherever filed, and other liabilities and expenses, including attorney fees, in connection with any claims brought against Lessor or Lessee arising out of the rental or use of such equipment.
6. **DEFAULT.** Upon breach by Lessee of any term or condition of this Agreement. Lessor may, at its option and without notice or demand, declare this Agreement in default whereby all of the Lessee's rights in the equipment are terminated. Without limiting any of the Lessor's remedies, upon default, Lessor shall be entitled to immediately and without further notice, repossess the equipment wherever situated, apply the insurance proceeds from said certificate of insurance to compensate Lessor for damage or loss, and apply any deposits on account to Lessor's own account in order to cover any loss or damage to such equipment. Lessee accepts personal jurisdiction in the California Superior Court, Los Angeles County where all actions arising out of the subject matter hereof shall be maintained, and Lessee knowingly and expressly waives the right to a jury trial.
7. **USE OF DEPOSIT.** The purpose and intent of the deposit paid by Lessee is to secure the payment of the rental charges and to guarantee the complete performance of the terms and conditions of this rental agreement. In addition, Lessee agrees to pay a late penalty of 2% per month of the maximum amount permitted by law, whichever is greater, on all delinquent accounts.
8. **INCORPORATION BY REFERENCE AND LESSEE'S ACKNOWLEDGEMENT.** The terms and conditions of (1) the Credit Application [including the provisions relating to personal guarantees], (2) Lessor's current Rental Dept. Price List, and (3) Lessor's general brochure are incorporated by reference herein. Lessee acknowledges having reviewed all of said terms and conditions contained in said documents. In case of any inconsistency between the terms and conditions set forth in said other documents and those herein, the ones herein shall be controlling.
9. **TITLE.** Title to the equipment is and shall remain with the Lessor, and if the equipment is levied upon, Lessor may repossess the equipment without legal notice or legal process.
10. **TAXES.** Lessee shall pay all taxes, fees, and assessments arising out of the hiring, use or operation of the equipment, and Lessee shall promptly notify Lessor of any such amounts, tax notices, or inquiries from taxing authorities.
11. **DAMAGES.** In addition to the provisions of paragraph 7 above, Lessee shall be liable for and agrees to pay any damages including damage to the rental equipment whether or not caused by the Lessee during the time that said equipment is outside the Lessor's custody and care.
12. **ASSIGNMENT.** No part of this agreement may be assigned or sublet by Lessee without Lessor's written authorization which may be denied, delayed, or withheld in Lessor's sole discretion.
13. **CAPTIONS.** Captions are for convenience only and have no effect upon interpretation of the substantive terms in this Agreement.

- 14. **GOVERNING LAW.** This Agreement is entered into and shall be governed under California Law, and shall not be construed with respect to which party caused the Agreement to be drafted.
- 15. **WAIVER.** No waiver of any of these terms or conditions shall constitute a waiver of any other term and condition in this agreement or a subsequent waiver of such term or condition.

By signing Lessor and Lessee agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter this Agreement and/or sign this Agreement on behalf of corporate or like business entity.

Lessee:

Lessor: REVOLT PRO MEDIA INC

Signature of Lessee

Signature of Revolt Pro Media Inc

Print Name

Date

Print Name

Date