

RENTAL AGREEMENT

| | |
|----------------|------------------------------|
| NAME: _____ | DATE: _____ |
| COMPANY: _____ | JOB: _____ |
| TITLE: _____ | PREP DATE: _____ |
| ADDRESS: _____ | RENTAL START DATE/TIME _____ |
| ADDRESS: _____ | RENTAL END DATE/TIME: _____ |
| PHONE: _____ | |
| FAX: _____ | |
| E-MAIL: _____ | |
| NOTES: _____ | |

Thank you for contacting Alpen Glow Lighting ("AGL") for your production services and equipment needs. agrees to rent equipment and vehicles to you, and to provide production services an/or sales for the above referenced job(s), and you agree to pay AGL the specified rental or purchase rates and service fees as set forth in invoices provided to you.

AGL requires a certificate of insurance naming Alpen Glow Lighting as additional insured on the liability policy and as loss payee on property policy with (a) minimum coverage of US \$1,000,000 Commercial General Liability and (b) \$1,000,000 Non-owned / Hired Autos Liability on a blanket basis for any vehicles that AGL may provide to the renter, including coverage for physical damage (comprehensive and collision) with a limit of not less than \$125,000.00 per occurrence (see page 2), and Workers Comp if applicable.

In order for AGL to extend credit and/or incur expenses on your behalf, AGL will require a credit card security deposit. The amount below is a security and damage deposit. All production expenses, rental fees, service fees, reimbursements and/or other charges due AGL are due upon delivery of products or equipment or wrap of your production, unless otherwise agreed upon in writing. The security deposit may be processed if you fail to timely pay AGL in full all amounts due AGL. Please complete, sign and return a copy of this form and, if applicable, a certificate of insurance naming **Alpen Glow Lighting P.O. Box 2559, Kamuela, HI 96743**, as additional insured and as a loss payee to E-mail: alpenglowlighting@gmail.com.

The deposit in the amount of \$ _____ .00 (50% of Quote) is supplied as a security deposit against damages, rental charges, sales, service fees, rental fees, production expenses, reimbursements, charges and costs incurred by Alpen Glow Lighting with respect to the Job(s) listed above. The amount of this security deposit may change after signing to reflect the full invoice amount(s) from AGL to Renter. of (_____ Initial)

Visa/MC/AmEx#: _____
Name on Card: _____ Title: _____
Billing Address of Card _____
Expires: _____ Security Code: _____ (CVV or 4 digits on front of card for AMEX)
Phone: _____

Attach a copy of the front and back of the credit card and picture I.D. of cardholder.

I hereby authorize Alpen Glow Lighting to charge this card for rental charges, sales, service fees, rental fees, production expenses, reimbursements, charges, costs, damage to equipment, and/or other expenses incurred in the event full payment is not received by Alpen Glow Lighting upon wrap of production, or as otherwise agreed, and understand that up to a **3.5% Processing Fee** and any accrued Late Charges may be charged to this Credit Card.

Card Holder Signature: _____

RENTAL AGREEMENT TERMS

RENTAL CHARGES / PAYMENT: Rental Period usually starts on the day the equipment is picked up or shipped **if prior to 3 PM**. After 3 PM, the rental may begin the following day. Daily rental terminates at 9am Hawaii Time. Equipment returned after 9am will be charged another day rental, unless prior written arrangements have been made and agreed upon. Travel days or package hold days are charged at 50% of daily rate. Renter is responsible for all freight and handling charges for inter-island shipping. Grip, Cables, Vehicles, Generators, Cameras, Audio and Video equipment and Electrical/Lighting are based on either daily or weekly rates as noted on the approved quote. Crew Rates are based on a 10-hour day. Renter shall be fully responsible for equipment and vehicles during shipping. If an item is lost or damaged Renter shall be charged additionally the full list price for repair or replacement, without depreciation. Renter shall remain fully responsible for loss of rental income until such time as equipment is fully repaired and returned or full payment in settlement of loss received by AGL. No allowance will be made for periods of time in which the equipment was in the Renter's possession but not used or returned prior to the specified rental end date. Equipment ordered but cancelled less than 24 hours prior to the rental date may be charged 1 day rental. Renter agrees to make payment in full upon receipt of invoice. **All Credit Card Payments will include a 3.5% Fee.** (Initial)

CANCELLATION: Renter agrees that each Rental will commence on the date and time of Renter's reservation except if such reservation has been canceled 24 hours prior to the scheduled time that physical rental was to begin. Cancellation of rental orders must be made by phone or by email at least 24 hours before rental period begins. Upon cancellation, AGL will email Renter a cancellation confirmation, which shall be retained by Renter. In the absence of a 24-hour cancellation notice, Renter will be billed for its 1st day rental fee covering all equipment in original order. Such 1st day rental fee will be charged in the event of a No-Show in consideration of AGL preparing, holding in reserve or sub-renting equipment from other agencies on Renter's behalf, as well as to cover any losses AGL may sustain because of cancellation of all or part of an order. The only exception to such 1st day rental fee is if Renter has written confirmation such as the cancellation email from AGL that cancellation has been initiated at least 24 hours prior to the rental date or written confirmation from AGL that 1st day Rental fee will be waived in the event of a no-show. AGL reserves the right to cancel any order for any reason at any time. (Initial)

OVERDUE AMOUNTS: A 1.5% service charge per month shall be applied to all overdue accounts. If you are in default of timely payment, AGL has the right to charge the full non-discounted retail price for all invoiced items. Any deposit received by AGL may be applied toward any amount(s) due. (Initial)

OWNERSHIP: All equipment rented from AGL shall remain the sole property of AGL, and Renter agrees not to encumber, transfer, release or deliver said equipment to any other person without the written consent of AGL.

CARE AND MAINTENANCE: All equipment rented from AGL shall remain the sole property of AGL, and Renter agrees not to encumber, transfer, re-label, release or deliver said equipment to any other person without the written consent of AGL. Renter agrees not to expose equipment to salt water or rain without prior written approval of AGL (AGL has specific equipment for such conditions). Renter agrees to properly clean equipment after contact with sand, salt-water or spray, dirt, rain, or after use in other corrosive or dirty environments. Renter agrees to immediately notify AGL of any equipment contact with or used in any such environment and allow AGL to further clean the equipment if deemed necessary. Any charges for repair work and additional cleaning shall be paid by the Renter.

INSPECTION: Renter shall be responsible for inspecting and testing all equipment at the time of pickup or delivery. Any and all equipment accepted by Renter after pickup or delivery is accepted "AS IS, WHERE IS". Renter agrees that removal of equipment or vehicles from AGL's warehouse, the shipping of, or the acceptance of equipment delivered to Renter on location, shall constitute Renter's receipt and acceptance of equipment and/or vehicles in good working condition, AS IS AND WHERE IS, and that all items on the respective Packing List(s), Invoice(s) and/or Lighting or Grip Truck Inventory List(s) are present. Renter acknowledges that the rental equipment is offered for test

and inspection at the time of rental. AGL assumes no responsibility whatsoever for the performance of the equipment and no claim for liability or rental reduction shall be allowed due to alleged failure of the equipment. This Rental Agreement shall remain open until all equipment is returned by Renter and inspected by AGL. Return inspections are conducted during normal daylight business hours. Renter agrees to permit AGL, or its agent, on to the premises upon which the equipment is located from time to time and at any time for the purposes of viewing or checking the condition of rental equipment and/or for the purpose of repossessing the equipment in the event the renter is in default of any term of this contract. Renter understands and acknowledges that all equipment, vehicles and/or materials provided to Renter by AGL carry no warranty of any kind, including any warranty for fitness or for special use.

LIABILITY: Renter agrees to release, and indemnify, defend and hold AGL harmless from and against any and all actions, damages, liabilities, claims, costs, and/or expenses arising out of the use or possession of AGL's equipment or vehicles (whether such equipment or vehicles are owned or leased by AGL), or any services provided by AGL, or for any other aspect of Renter's production.

INSURANCE: Renter shall provide at its own cost and expense its own insurance to cover full replacement cost value of the equipment rented, including loss of use, loss of AGL's rental income, damage, or liability which may occur. A certificate of insurance is required naming Alpen Glow Lighting, LLC as "Additional Insured" and "Loss Payee". A minimum of \$1,000,000.00 Commercial General Liability and \$1,000,000 Non-owned Auto Coverage combined single limits, bodily injury, and property damage and Workers Compensation, where applicable, shall be maintained for the term of this rental agreement. Renter agrees to provide physical damage (comprehensive and collision) coverage on a blanket basis for any vehicles that AGL may provide to the renter, with a limit of not less than \$125,000.00 per auto. If for any reason Renter does not have insurance coverage adequate to cover any damages to the equipment, loss of use, loss of AGL's rental income or liability to it or third parties, Renter agrees to be fully liable for all such items.

RISK OF LOSS: Renter assumes all risk of loss whether or not covered by renters insurance. Once renter has taken actual or constructive possession of the equipment (i.e., it has picked up the equipment or the equipment is in transit to it) its responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on premises, while in transit and while in storage on the rental facility's premises.

NO WARRANTIES: AGL makes no warranties, either expressed or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose. AGL shall not be responsible for any loss of data due to equipment malfunction or otherwise, nor for the loss of any data that is stored on any rented media storage devices.

ERROR IN RENTAL CHARGES: Renter understands that all charges are not final and are subject to AGL's final review and to recalculation. Renter agrees to pay any undercharges and will receive a refund of any overcharges that AGL discovers upon review. Renter authorizes any such credits or additional charges to be made by the method of payment designated on your Rental Agreement. In the event that you believe you have been over-billed or otherwise billed in error, you must notify AGL within 60 days of your rental closure. If Renter fails to notify AGL within such 60 day period, Renter hereby waives its right to any claim and Renter hereby agrees that all fees billed are hereby validated without any right to be challenged.

LAW/JURISDICTION/DISPUTE RESOLUTION: This Agreement shall be governed by the laws of the State of Hawaii. Renter agrees to jurisdiction in any dispute in the courts of the State of Hawaii and to venue on the island of Hawaii "Big Island". Any claim of less than \$20,000 that cannot be resolved by negotiation between the parties, shall be resolved by litigation in the District Court, Second Circuit, State of Hawaii, and both parties waive any right to a jury trial for such claims initiated in the District Court. Any claim greater than \$20,000 that cannot be resolved by negotiation shall be submitted to binding arbitration under Hawaii law. The arbitration shall be conducted by a single arbitrator on the island of Hawaii according to the Commercial Arbitration Rules of Dispute Prevention Resolution, Inc. and in accordance with Hawaii law. The arbitrator shall limit discovery, motions, briefs, and the length of any hearing based on the economic nature of the claim(s). The award of the arbitrator shall be final and binding in accordance with Hawaii law. The parties will initially share equally in the costs and fees of the arbitrator. The arbitrator shall award the prevailing party its reasonable attorneys' fees and costs and its share of the arbitrator's fees and costs.



MISCELLANEOUS: This signed contract, including the terms and conditions constituted the entire agreement between AGL and Renter. Any changes must be made in writing and signed by both parties. The person signing on behalf of the Renter represents and warrants that he or she is authorized to do so.

LADDER RELEASE OF LIABILITY: In consideration for receiving permission to use a ladder or rolling stair case, the Renter and his employees (“Releasor”), hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Alpen Glow Lighting (AGL), its officers, servants, agents, or employees (hereinafter “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while using the ladder, or while in, or upon the premises where the use of ladder is being conducted, REGARDLESS WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise and regardless whether such liability arises in tort, contract, strict liability, or otherwise.

I further hereby acknowledge that I have the right to examine the ladder or rolling staircase prior to my use of it and assume full responsibility for ensuring that the ladder or rolling staircase is in good working order. I assume full responsibility for the appropriate use. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT; understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. THIS IS A RELEASE OF LEGAL RIGHTS READ AND UNDERSTAND BEFORE SIGNING. (Initial)

I have read the above contract, and I accept terms and condition set therein.

| | | | |
|---------------------|-------|----------|-------|
| Renter’s Signature: | _____ | Date: | _____ |
| Print Name: | _____ | Company: | _____ |
| | | Title: | _____ |

End of Rental Agreement