
Available Lighting & Motion Picture Services, Inc.**RENTAL CONTRACT****RENTAL POLICIES**

1. A rental contract stating AVAILABLE LIGHTING, INC.'S rental policies must be signed by an authorized agent or officer of the company and returned to our office prior to pick up or delivery of equipment.
2. Minimum rental period is one calendar day.
3. All prices are on a per calendar day basis. Weekly rates are available for a seven consecutive day period including the pickup/prep/travel day and the return/de-prep/travel day. Equipment rentals are for agreed upon calendar days only. Unauthorized extensions beyond the agreed upon calendar days will be charged at full daily rate and a minimum of a 1 day charge.
4. Orders for additional equipment loaded on trucks must be in by 3:00 PM on the business day before rental starts or customer incurs additional prep charges.
5. Orders may be picked up between 3:00 - 5:00PM prior to the day of rental and must be returned before 10:00AM the day following the last rental day or incur an additional day's rental. Additional daily rental charges will be incurred for early pick-ups and/or late returns.
6. Cancellation of equipment within 24 hours of rental period will incur charges of 50% of the daily rental prices.

TERMS

1. Payment in full is expected at the end of the rental period except where otherwise required or agreed upon by AVAILABLE LIGHTING, INC.
2. Credit accounts will be granted only upon approval of credit application & prior to the rental period. If credit application is approved, net amount is due within 10 days after agreed date for return of equipment. Two percent per month (24% per annum) will be charged on accounts unpaid over 30 days from date of invoice.
3. We accept Visa, Mastercard, Discover & American Express credit cards. All invoices paid with a credit card will be assessed a 3% processing fee.

TAXES

1. Applicable state and local sales taxes are additional to the prices for rental equipment and expendable purchase items.
2. For tax exempt sales, an original Louisiana Sales Tax Exemption Certificate must be provided prior to rental or purchase.

TRUCKS

1. When renting a truck, customer must hire a driver with a current and valid Louisiana Commercial Driver' License.
2. Local electricians and grips are available that have a current and valid Louisiana Commercial Driver's License as drivers.
3. Rental price does not include driver's wages, fuel, oil or mileage. Customer is responsible for any tolls, permits, parking fees and parking violations.

GENERATORS AND ELECTRICAL DISTRIBUTION SYSTEMS

1. Only AVAILABLE LIGHTING, INC. approved generator operators will be allowed to tow and/or operate generators.
2. Rental price does not include driver's wages, fuel, oil or normal maintenance.
3. It is the sole responsibility of the customer that all generators and electrical distribution systems must be grounded and run in accordance with current National Electrical Code (Article 250) and any regional electrical codes that may apply.
4. Generators are not to be used with any lightning producing devices without prior approval from AVAILABLE LIGHTING, INC.

LOST AND DAMAGED EQUIPMENT

1. Customer is responsible for any damage to equipment other than normal wear and tear, the extent of which is to be determined by AVAILABLE LIGHTING.
2. Burned out bulbs must be returned for credit. Broken or unreturned bulbs will be charged at list price without deduction for depreciation.
3. If by agreement, AVAILABLE LIGHTING, INC. does deliver and/or pick up rented equipment to or from customer, customer shall be responsible for all loss and/or damages to the equipment from time of delivery until equipment is actually picked up.
4. In the event of loss or damage to rented equipment, customer agrees that the value of the equipment shall be listed in the manufacturer's current retail price less any discounts without deduction for depreciation plus any shipping or taxes when applicable.
5. In the event that any equipment is lost, stolen or damaged beyond repair, customer shall immediately pay AVAILABLE LIGHTING, INC. the current retail list price less any discounts with out deduction for depreciation plus any shipping and taxes when applicable.
6. Acceptance of the return of the rented equipment does not waive claims against renter for latent or hidden damage to equipment.
7. Customer is also responsible for loss of rental income while equipment is being repaired or replaced. At no time will rental charges apply to purchase of equipment.
8. In case of equipment damage, a check for the amount of the insurance deductible is due at rental return.

SUBLEASE

1. Customer shall not sublease, loan or rent AVAILABLE LIGHTING, INC.'S equipment or assign the rental agreement to any other person, company or corporation.
2. The equipment must at all times remain under the immediate exclusive control, supervision and direction of the customer.

(End of page 1 of Rental Contract, please initial here _____ and continue on page 2.)

Available Lighting & Motion Picture Services, Inc.

RENTAL CONTRACT

DAMAGE LOSS WAIVER

1. AVAILABLE LIGHTING, INC. can provide a \$1,500.00 deductible equipment damage and/or loss coverage for 10% of customer's gross rental charges. This coverage is not available for auto physical damage or liability (general or auto for non-owned/rented autos).
2. The terms and conditions of the policy as well as the deductible are the responsibility of the customer.
3. A check in the amount of the deductible may be required prior to rental.

INSURANCE REQUIREMENTS

1. The customer must insure all equipment rented for the current retail price less any discounts without deduction for depreciation before it can leave our premises. Customers who do not accept damage/loss waiver must provide us with an ALL-RISK, ALL-LOSS Physical Damage/Miscellaneous Equipment Policy with a minimum of \$250,000 of replacement value, \$75,000 for any one piece of equipment. Prior to rental, Customer must provide an original Certificate of Insurance naming AVAILABLE LIGHTING, INC. as Additional Insured/Additional Loss Payee.
2. Customer must, at their own expense, provide a minimum of \$1 Million in General Liability Insurance.
3. Customer must, at their own expense, provide Workers Compensation Insurance with at least a \$500,000 Policy Limit.
4. When renting a truck, customer must, at their own expense, provide a minimum of \$1 Million in Commercial Auto Liability and Physical Damage (Comprehensive/Collision) Coverage for non-owned/rented Autos or All Autos. Prior to rental, customer shall provide an original Certificate of Insurance naming AVAILABLE LIGHTING, INC. as Additional Insured and Additional Loss Payee.
5. Customer agrees that above said policies shall provide primary coverage in relation to any and all other contributing insurance coverage.

WARRANTY

1. No warranty of performance is made for equipment beyond it being in working order when it leaves AVAILABLE LIGHTING, INC. The equipment is offered for inspection and test at the time of rental. AVAILABLE LIGHTING, INC. is not responsible for any loss resulting from the use of its equipment.
2. Equipment is used at customer's sole risk and customer will indemnify and hold harmless AVAILABLE LIGHTING, INC. from any and all liability, claims, costs and expenses arising out of customer's use or possession of the equipment.

MISCELLANEOUS

1. Customer agrees to pay all attorney fees, court costs or other cost incurred by AVAILABLE LIGHTING, INC. in protecting its rights of property under this agreement or in suing the customer for breach of this agreement or the collection of monies due.
2. Customer agrees to admit owner or agent thereof to enter premises upon which rental equipment is kept for the purpose of checking the state and condition of the equipment, for the purpose of repossessing the equipment in the event that the customer is in default of any terms of the rental agreement, whatsoever.
3. Customer agrees that any dispute arising under this contract shall be determined in accordance with laws of the State of Louisiana and Parish of Jefferson and further consents to the jurisdiction of the courts of Louisiana.
4. Customer agrees not to remove the rented equipment from the state of Louisiana without obtaining written permission from AVAILABLE LIGHTING, INC.
5. This rental contract comprises and contains the entire agreement between the parties, including warranties and representations, if any, and may not be modified, except by another written rental contract signed by both parties. Nothing contained herein shall be deemed to create a joint venture and/or an agency relationship between the parties hereby.

LABOR RATES

1. When renting a truck, a customer must pay the driver/grip or electrician a minimum rate of \$400.00 per day for 10 hours. Minimum charge is 1 day. Hours start and end from portal to portal.
2. After 10 hours the rate for driver/grip or driver/electrician is \$60.00 an hour till 12 hours. After 12 hours the rate is \$80.00 an hour.
3. After 6 hours from start time driver must be given at least ½ hour meal break with meal or per diem to cover cost of meal. After each additional 6 hour period driver/grip or driver/electrician must be given an additional ½ hour meal break period. If meal break is not given before 6 hours an additional charge of \$10.00 for every ½ hour until meal break is given will be charged.
4. Driver/grip or driver/electrician must be given 10 hours rest period between the wrap time of one day and the call time for the following day. If a 10 hour turnaround is not given, than the driver/grip or driver/electrician starts the next day at the rate he was receiving at wrap till 10 hours have passed, at which time he will resume his original hourly rate.

Company Name: _____

Address: _____

City: _____ **State & Zip Code:** _____

Telephone #: _____ **Fax #:** _____ **E-mail address:** _____

Name of Company's Authorized Agent: _____ **Freelance or Staff** *(Please circle one)*
(Person responsible for paying this agreement)

Company's Authorized Agent Signature: _____ **Date:** _____

(Please fill out completely, initial page 1, sign page 2 and return both pages.)