

Bad Dog Pictures Equipment Rental Agreement

The following agreement is made by and between Bad Dog Pictures, Inc (“BDP”) and (“Customer”) Customer wishes to rent certain equipment from BDP subject to the terms hereof. BDP and Customer have agreed to the terms set forth herein.

Description of Property

The property (“Property”) subject to this agreement shall be the specific items of equipment listed on the attached list of equipment (“Equipment List”). The Equipment List has been prepared by Bad Dog Pictures, Inc. (“BDP”) and approved by Customer. Such Equipment List shall be deemed a part of this agreement, as if fully incorporated herein. Such Equipment List shall list all equipment subject to the terms of this Rental Agreement. Upon delivery of the Property to Customer, it is the Customer’s responsibility to determine that the order is complete and to immediately notify BDP prior to taking delivery, of any discrepancies.

Term of Rental

The term of rental for each piece of Property shall be as stated on the Equipment List. If no term is stated on the Equipment List then the Property shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered to Customer and the time it is returned to BDP. Property rented on a day to day basis shall be returned within twenty-four (24) hours of BDP sending notice to Customer at the address listed herein demanding return. Any Property not returned when due shall render the Customer liable for double the rental charges for each piece of Property not returned. A rental day shall be deemed from 9:00 a.m. until 5:00 p.m. each day.

Return of the Property to BDP after 10:30 am will be deemed an additional rental day.

Regardless of the period of rental specified in the rental contract, BDP may cancel this agreement at any time by notice to Customer.

Rates and charges

The rent payable for any item of Property shall be stated on the Equipment List. Credit is granted upon completion of a credit application and receipt of favorable references. Five (5) working days will be required to process credit. Equipment rates are offered to Customer based upon Customer’s credit information available to BDP at the time of rental. If the information supplied by Customer is incorrect, BDP may revise the applicable rate without notice. Rent is payable upon presentation of BDP invoice to Customer. If any amount due is not paid within (30) days of the date of the invoice, rent shall bear interest at the rate of one and one half percent (1 1/2%) per month from the date rental charges were incurred until paid in full. All rates are FOB BDP and Customer is responsible for all shipping and delivery charges. BDP may assess an additional charge in accordance with its then current rate schedule for pickup and delivery, and early pickup services during non business hours. Cancelled orders will be subject to BDP’s then current cancellation charge. No allowance will be made for items delivered to but not used by Customer. Customers not granted credit must provide a deposit and pay the complete rental fee at time of rental.

Should Customer need any technical assistance or training involving the use of the equipment, such technical assistance or training will be supplied by BDP at an additional charge based upon the hourly rates then charged by BDP.

Limited Warranty

BDP warrants that, when delivered to the Customer, all Property will be operational. The Property shall be deemed delivered to the Customer when picked up by Customer or delivered to a shipper at BDP’s place of business, or in the case of delivery by BDP, when the Property is delivered as instructed by Customer. In case any Property is not operational when delivered BDP shall have a duty to repair or replace said Property. Customer must notify BDP within one (1) hour that a piece of Property is not operational, BDP will have no responsibility for repair or replacement of any Property if there is no report within the time specified. BDP shall have no liability, and the limited warranty provided herein shall be void, for any damage or lack of operation due to or resulting from the actions of Customer or incidents occurring to the Property while the Property is rented to Customer.

There is no expressed or implied warranty provided for fitness for a particular purpose or merchantability with regard to the Property.

Customer Responsibility.

Customer shall only use the Property pursuant to normal operations of each piece of Property. Customer shall not attempt to service or repair any of the Property and any attempt by the Customer to service or repair the Property will render Customer liable for any damage to the Property.

Limitation of Liability

BDP shall have no liability arising out of the Customers inability to operate the Property properly. BDP expressly disclaims any warranty, implied or otherwise not expressed herein. BDP shall not be liable for any incidental, consequential, direct or indirect damages. BDP sole liability shall be to repair or replace any Property rented hereunder or if the Property cannot be repaired or replaced then to refund any rental amount paid by Customer for such Property that cannot be repaired or replaced.

Damage and Insurance

The Customer acknowledges that when the Property is delivered to the Customer, the Customer will have examined the Property and found it to be in good working order or reported to BDP any Property not in good working order. The Customer shall have full responsibility and liability to BDP for all cost to repair or replace any Property which during the period between delivery to the Customer and returned to BDP, has been lost, stolen or damaged from any causes whatsoever. Replacement costs will be determined by like and kind retail value. The Customer shall have all risk of loss during shipment from or to BDP’s place of business except when delivered by BDP. The Customer shall also be liable to BDP for loss of rental during a reasonable time required to repair or replace damaged equipment to the extent the Customer is responsible under this agreement for such damage or loss. The Customer shall be liable to BDP for the replacement cost of any Property which must be replaced as a result of damage, loss or the Customers failure to return the Property to BDP. Acceptance by BDP of the return of any Property shall not be deemed a waiver of any claims, which BDP may have against the Customer under this Agreement, even though any damage for which the Customer is liable hereunder is discovered after return of the Property.

Prior to taking delivery of the Property, Customer shall provide to BDP either a certificate of insurance from an insurer acceptable to BDP which insurance will cover any loss or destruction to the Property. BDP shall be named as a loss payee under such insurance, in a form and amount satisfactory to BDP.

Notwithstanding the existence of any insurance provided by Customer, Customers is responsible for any loss or damage to the Property, as set forth in this Agreement.

Use of Property

The Customer shall at all times retain the Property in its own custody and Customer shall not permit the Property to be moved from the address specified in the Equipment List without the prior written consent of BDP. The Customer shall operate the Property in accordance with the manufacturer’s instructions and contemplated use and shall not use the Property in any manner which will subject it to abnormal or hazardous conditions. The Customer shall not make any alterations or improvements to the Property without the prior written consent by BDP and shall not deface, remove or cover any nameplate on the Property showing BDP’s ownership. All Property shall be operated in accordance with applicable Federal, State or local Law.

Indemnification.

The Customer hereby indemnifies and holds harmless BDP from any and all losses or claims, including attorneys fees, arising out of possession, use and operation of the Property during the time between delivery of the Property to the Customer and its return to BDP, including but not limited to property or personal injury, death or other cause, or fines and penalties. BDP shall have the right to tender the defense of any such claims to the Customer or to elect to defend such claims with counsel of BDP’s choice, should BDP decide to use counsel of its choice then Customer shall pay BDP’s attorney directly. The Customer agrees to cooperate at its expense with BDP in the defense of such claims.

Title Matters

Title to the Property shall remain, at all times, in BDP. The agreement constitutes a lease of the Property and not a sale of the Property or the creation of a security interest for the benefit of Customer in the Property. No part of the rental payments made under this agreement shall be deemed payment towards the purchase of any of the property. The Customer hereby acknowledges BDP’s ownership and title in the Property and agrees to keep the Property free of all liens, levies and encumbrances. Customer shall not allow any lien or encumbrance to be placed on the property or Customer’s leasehold interest created hereunder.

Assignment

Customer shall not assign any rights under this Agreement or sublease the Property to any other person or entity. BDP shall have the right to assign its rights and obligations under this agreement without the consent of the Customer, in the event of any such assignment the Customer waives the right to assert any claim by the Customer against BDP as a defense against any such assignee.

Breach and Remedies.

Upon breach by Customer of any of the terms or conditions hereof, or upon demand by BDP, BDP may terminate this Agreement and demand immediate return of all, or some of the, Property. Upon the occurrence of any of the following this Agreement shall be immediately terminated and Customer shall be obligated to immediately return the Property: Breach by the Customer of any provision of this Agreement, the filing of a Petition in Bankruptcy by or against the Customer, the appointment of a receiver or similar proceeding against the Customer, the imposition of any lien or encumbrance upon the Property or the existence of any circumstance in which BDP believes its title to the Property may be in jeopardy. BDP or its agents shall have the right, upon termination of this Agreement, to enter upon the Customer premises or any other premises where the Property may be located and take possession of and remove the Property. Such possession and removal shall be without liability on the part of BDP and without prejudice to BDP right to pursue any other remedies, including, but not limited to: recovery of: rent due for the remaining rental term set forth in the Rental contract, damages due to breach of the Agreement, indemnity, recovery of attorney fees or recovery of any other damages. BDP shall have the right and the Customer shall take all actions necessary to permit BDP to enter into or on any location where the Property is being held or is in use for the purpose of inspecting the Property or exercising its rights under this Agreement. The Customer shall be deemed to be in breach of this agreement if the Customer fails to comply with any term of this Agreement; if the Customer fails to pay any amount due to BDP when due under this agreement or any other agreement between BDP and the Customer, if there has been a termination of any insurance required to be provided by the Customer under this agreement if there has been assignment by the Customer of this agreement by operation of law otherwise or if a petition of Bankruptcy has been filed by or against the Customer; or if a petition in Bankruptcy has been filed by or against the Customer or a receiver appointed or similar proceeding brought against the Customer. Failure of BDP to enforce any remedy or make any election in a timely manner shall not be deemed a waiver of any of its rights or remedies hereunder. In the event of any dispute arising hereunder BDP may elect either to file suit or to submit the matter to binding arbitration, by written notice to the American Arbitration Association given at any time prior the appearance by BDP in any court of law with respect to such dispute, to submit such dispute to binding arbitration to be held in St. Louis, MO in accordance with the rules of the American Arbitration Association and with all rights of discovery provided by Missouri Law. Subject to the foregoing any action to enforce the provisions of this agreement can only be brought in a court competent jurisdiction located in St. Louis County, Missouri. In addition to all other damages, if the event Customer breaches the terms hereof, Customer shall reimburse to BDP all attorney fees expended by BDP in enforcing its rights hereunder.

Miscellaneous

This agreement shall be governed by the internal laws of Missouri without regard to its conflict of law principles.

This agreement and any Equipment List issued by BDP from time to time shall constitute the entire agreement of BDP and the Customer with respect to the rental of the of the Property. This agreement may not be modified without writing signed by both the Customer and an authorized representative of BDP.

The signature of any person sent by Customer to pickup up the Property from BDP’s premises or the signature of any person receiving the Property when shipped to the Customer by BDP shall be binding upon the Customer and shall constitute acceptance of the delivery of the Property to the Customer for purposes of this agreement.

All obligation of the Customer hereunder shall survive expiration of the rental term set forth on any Equipment List or this agreement.

Any notice requires or permitted to be sent under this Agreement shall be deemed sent when delivered to the business office or the addressee by messenger or express mail delivery or three days after deposit in the U.S. mail with first class postage prepaid to the address set forth on the most recent rental contract.

Notwithstanding any prohibition on assignment, the agreement shall be binding upon and inure to the benefit of the Customer and assigned of the parties. The person signing this agreement on behalf of the Customer warrants that such individual has been duly authorized to execute this agreement and to bind the Customer to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this agreement and the remainder shall be deemed fully enforceable.

Customer _____

Bad Dog Pictures, Inc. _____

Date _____

Phone _____

To avoid additional charges, please DO NOT remove or deface any ID stickers on equipment.