



TERMS & CONDITIONS

Production Consultants & Equipment

2235 Defoor Hills Rd. Atlanta, GA 30318

Phone: (404) 609-9001 / 1-800-537-4021

FAX: 404-609-9926 / e-mail: camera@pce-atlanta.com

Equipment is available for pick-up during ordinary business hours after 9:00 A.M. The minimum rental period is one day. Equipment returned after 10:00 A.M. is subject to charge for that full day. When the initial rental period provided for in this Agreement, and the actual rental period, is four (4) days or more, the following rates will apply:

No. of Days Initially Agreed and Actually Rented:	Applicable Rate:
1 Day	Pay for 1 Day
2 Days	Pay for 2 Days
4-7 Days (weekly rate)	Pay for 3 Days

Rental rate cycle reverts to applicable day charges after 1 week (7 days)

Rental rates apply to Saturdays, Sundays, and holidays unless it is expressly agreed in advance that none of the Equipment shall be used on such days and none of such Equipment is used on such days. Rental payments do not apply towards any purchase price. All rental rates and specifications are subject to change without notice. Except as otherwise expressly agreed in writing, no allowance will be made for unused Equipment. Rental for all Equipment is due for the period from when the Equipment first leaves PC&E, for shipment to Customer, or otherwise, until it is returned to PC&E. For all purposes of this Agreement, EQUIPMENT WILL NOT BE DEEMED TO HAVE BEEN "RETURNED" UNTIL ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET: (1) Property has been brought back to the premises during normal business hours; (2) An inventory has been completed and a missing and damaged list has been completed; if needed; and (3) The term of the rental contract has expired. The rental rates will apply to reserved Equipment, whether it is used or not, unless the reservation is cancelled a minimum of twenty-four (24) hours prior to the beginning of the agreed dates of rental. When Equipment is not available from PC&E, such Equipment is obtained by PC&E from other sources (such Equipment being hereinafter referred to as "Sub-Rented Equipment"). Notwithstanding the above, when a reservation for Sub-Rented Equipment is cancelled even more than twenty-four (24) hours prior to the beginning of the agreed dates of rental, Customer shall be responsible for the charges for Sub-Rented Equipment already ordered for which PC&E is invoiced together with any applicable shipping and handling charges.

OUT-OF-TOWN RENTALS

The minimum out-of-town rental will be two (2) days. Rental starts the day of shipment and continues until the date and time Equipment is returned (see the definition of "RETURNED" under Rental Rates hereinabove) to the PC&E PREMISES. All shipments will be shipped collect for freight and insurance charges. Most shipments also require delivery to a common carrier. This charge will be invoiced to customers. Out-Of-Country Rentals Equipment must not be taken out of the Continental U.S.A. without prior permission in writing from an authorized officer of PC&E. If Equipment is permitted by PC&E to be taken out of the Continental U.S.A., customers are responsible for registration with U.S. and Foreign customs. No rental allowance will be made for time lost due to the improper documentation, impounding or delay of Equipment by Customs for any reason. Rental starts the day of shipment and continues until the date and time Equipment is returned (see the definition of "RETURNED" UNDER Rental Rates hereinabove) to the PC&E Premises.

PAYMENT TERMS

Unless otherwise agreed, payment is due prior to or at the time of the receipt of the Equipment. Credit accounts will be granted only upon approval after application. New credit accounts require a fifty (50%) percent down-payment and an approved credit application. Credit accounts which are inactive for more than one (1) year are considered to be new credit accounts when reactivated. Where credit has been granted, all amounts are due within ten (10) days after the agreed date for return of the Equipment. Customer agrees to pay interest at the rate of 1.5% per month on all balances not paid within thirty (30) days of invoicing until paid. availability Equipment should be reserved as far in advance as possible to insure availability. Rentals are for agreed dates only. Extension of the rental period must be authorized by PC&E. Unauthorized extensions will be charged the full daily rate rather than on any weekly or other rate and discounts will not apply. When Equipment is not available from PC&E, Customer agrees to accept comparable equipment obtained by PC&E from other sources. Rental charges for such equipment may be at rates other than published PC&E rates and may be subject to handling charges.

DAMAGES TO AND LOSSES OF EQUIPMENT

During the term of the rental and at all times when the Equipment is in the custody of the Customer, Customer shall, at Customer's sole cost and expense, maintain the Equipment in good condition and repair. Customer shall deliver and return the Equipment to PC&E in good condition and repair. Customer agrees to compensate PC&E to the extent of the full replacement value of each item of Equipment rented or otherwise in the custody of Customer not returned or that is returned in a damaged or broken condition due to any cause whatsoever. Customer further agrees to compensate PC&E at the daily rental rate for the reasonable time necessary to repair or replace any such item of Equipment. Customer shall report the loss of or damage to any Equipment as soon as possible. Any items returned late are charged for until returned. The acceptance of any return of any Equipment does not waive any claims against Customer for any damage to Equipment that may have occurred including any that may be patent or latent or otherwise hidden. In the event of any loss or damage, the full replacement value of the Equipment shall be as listed in the manufacturer's current retail price list effective at the time of the loss plus shipping and taxes where applicable. For all Equipment which is picked up or stored by PC&E for ultimate use by



TERMS & CONDITIONS

Production Consultants & Equipment

2235 Defoor Hills Rd. Atlanta, GA 30318

Phone: (404) 609-9001 / 1-800-537-4021

FAX: 404-609-9926 / e-mail: camera@pce-atlanta.com

Customer, PC&E shall be acting as agent for Customer. Customer is responsible and liable for loss of property of others which is transported or stored by PC&E for use of Customer during storage and shipping for Customer and when in the possession of Customer.

(continued)

INSURANCE

Customer shall at its own expense, provide and maintain in full force and effect insurance covering rented, borrowed or owned Equipment including any and all rented from PC&E for both liability and property insurance. All Equipment shall be insured worldwide and on a replacement cost-basis. The minimum commercial general liability (foreign liability is required for shoots outside the United States of America, its possessions, and/or territories and Canada), third party property damage liability (for stage rentals and loss of use claims), and non-owned and hired automobile liability limits are listed below:

Commercial General Liability	
General Aggregate Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit & Advertising Injury Limit	\$1,000,000
Limit Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$50,000
Medical Payments	\$5,000
Third Party Property Damage	\$250,000
(for stage rentals and loss of use claims)	
Non-owned & Hired Automobile Liability	\$1,000,000

All physical damage coverage shall be issued on a worldwide basis, if the vehicle(s) are to be used outside of the United States and Canada, the valuation will be actual cash value. The Equipment coverage, the vehicle coverage, and the loss of use coverage, are to cover the period of time from the date of this Rental Agreement until the date the Equipment is actually repaired and/or replaced and full payment for the loss (if any) as outlined in this Agreement has been received by PC&E. The Equipment and vehicle insurance shall name PC&E as loss payee, and the rights of PC&E under such insurance shall not be affected by any act or neglect or breach of condition by Customer and PC&E shall be entitled to receive a minimum of ten (10) days prior notice of any cancellation. All insurance shall be written by an insurer with A.M. Best rating of A or better. The Equipment coverage shall cover

"All Risk" of physical loss or damage and vehicle physical damage coverage shall include the perils

"Comprehensive" and "Collision." Customer shall also name PC&E as an additional insured as regards liability insurance. In the event of a liability loss, property loss, or loss of use claim during the term of the rental, the

Customer's liability, property, and loss of use insurance shall be deemed to provide the primary coverage. Customer will provide to PC&E a certificate of insurance in compliance with this paragraph prior to delivery of the equipment including any vehicle(s). Notwithstanding this paragraph, Customer shall remain primarily liable to PC&E for full performance under this Rental Agreement. PC&E may enforce its remedies directly against Customer without resort to insurance. Customer assumes all risk of loss from the moment the Equipment, including vehicle(s), are set aside on PC&E's premises from PC&E's general inventory until the Equipment including any vehicle(s) has been "RETURNED" to PC&E (as defined under "Rental Rates" hereinabove) and assumes all risk of loss for property brought into the PC&E premises. The responsibility includes, but is not limited to, transit, location coverage, studio coverage, unnamed location coverage, coverage while on Customer's own premises and use or storage on PC&E's premises. Equipment, including vehicle(s), which have been rented to Customer for a period of time, but are stored or inspected and tested at PC&E's facility for the convenience of Customer, shall be the responsibility of Customer until the termination date in the Rental Agreement or the Equipment, including any vehicle(s) have been returned to PC&E's general inventory. Generators which have been mounted to vehicles shall be considered to be personal property separate and apart from any vehicle and shall be insured for the full replacement value.

It is important to understand that Customer's furnishing a certificate of insurance may not fulfill all of Customer's obligations under the Rental Agreement. The limit of insurance coverage for Equipment is issued on a per occurrence basis, not a separate limit for all rental companies involved in a production. Therefore, it is essential that the limit for Equipment coverage equals the full replacement value of all Equipment used on a job. If Customer's limit of insurance is inadequate to cover the loss, Customer will be responsible for the difference between the amount of insurance and the actual loss. It is in both Customer's own interest as well as PC&E's interest, that adequate insurance limits be maintained.

REPOSSESSION OF EQUIPMENT

If Customer shall not comply with any of the terms, covenants and conditions herein, or in punctually making any rental or other payment, or if any execution or other writ or process shall be issued on any action or proceeding against the Customer, whereby the Equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Customer or Customer's property, or if the Customer shall enter into any arrangement or composition with Customer's Creditors or in the event that any judgement is obtained against the Customer, then and in any such event, PC&E shall have the right to terminate this agreement and to retake immediate possession of the Equipment and, for such purpose, PC&E, its agents or employees, may enter upon any premises where said Equipment may be, and may remove the same therefrom, with or without force and with or without notice of intention to retake the same, without being liable in any suit, action or other proceeding by the



TERMS & CONDITIONS

Production Consultants & Equipment

2235 Defoor Hills Rd. Atlanta, GA 30318

Phone: (404) 609-9001 / 1-800-537-4021

FAX: 404-609-9926 / e-mail: camera@pce-atlanta.com

Customer.

WAIVER

In the event PC&E is entitled to take immediate possession of the Equipment according to the terms hereof, PC&E may, in addition to any other remedies, obtain an immediate writ of possession and Customer does hereby waive any and all rights Customer may have to a notice prior to seizure by PC&E of the Equipment.

(continued)

INDEMNIFICATION'S

Customer hereby agrees to indemnify and hold harmless the PC&E Parties including their agents and employees, from and against any claims or losses, including attorney's fees and expenses, resulting from any and all injuries to individuals and/or damages to property either caused in whole or in part by Customer Parties including their agents and employees, or occurring to Customer Parties including their agents and employees, or their property including, with respect to all of the foregoing, any claims or losses based upon any repossession of any of the Equipment from Customer. Customer further agrees to indemnify and hold harmless the PC&E Parties including their agents and employees, from and against any claims for losses, including attorney's fees and expenses, resulting from any breach of this Agreement by Customer.

TAXES

Customer shall pay all applicable state, local, and other sales and use taxes and PC&E may add any such taxes to the rental rates set forth hereinabove.

SPECIAL OPENING:

In additional charge will be billed for transactions requiring special shop openings or an extension of normal business hours.

EXPENDABLES

Expendables are charged for on an as used basis.

DAMAGE AND/OR LOSS SECURITY FEE

PC&E can, at its sole discretion, provide \$1,000.00 deductible Equipment damage and/or loss coverage for ten (10%) percent of Customer's rental charges. This coverage applies only within the continental U.S.A. Negligence, willful misconduct, or damage and/or loss while in the hands of common carriers is not covered. Note: This does not include liability coverage.

MISCELLANEOUS

This Agreement contains the entire understanding between the parties. No oral modification, even by an employee of PC&E, can modify this Agreement. This Agreement can only be modified in writing signed by both parties to this Agreement. The parties agree that any dispute arising from or under this Contract shall be determined in accordance with the laws of Georgia. Customer agrees to pay all attorney's fees, costs, and expenses incurred by PC&E in protecting or enforcing its rights under this Agreement.

If the Customer rents any equipment of Chapman/Leonard Studio Equipment, Inc., a California corporation (herein called "Chapman/Leonard"), where PC&E shall be the lessor of such equipment under a Lease from Chapman/Leonard (herein known as the "Chapman/Leonard Lease"), the Customer shall take subject to the Chapman/Leonard Sublease addendum to this contract (herein known as the "Chapman/Leonard Sublease Addendum") and, therefore, is bound by and required to perform the OBLIGATIONS and AGREEMENTS and to assume the LIABILITIES, set forth in the Chapman/Leonard Sublease Addendum, for the benefit of PC&E and Chapman/Leonard. As noted in the Chapman/Leonard Sublease Addendum, the Customer is and is herein called the "Sublessee"; such Chapman/Leonard equipment is known as "Equipment"; the Lessee of Chapman/Leonard as in the circumstance of PC&E is known as the "Sublessor"; and the document under which the Sublessee rents the Equipment from the Sublessor is, and is herein called, the "Sublease". BY EXECUTING THIS SUBLEASE, THE CUSTOMER (also known as the "Sublessee") VERIFIES THAT THE CHAPMAN/LEONARD SUBLEASE ADDENDUM HAS BEEN MADE AVAILABLE TO THE CUSTOMER AND HAS READ THE CHAPMAN/LEONARD SUBLEASE ADDENDUM TO THIS CONTRACT IN ITS ENTIRETY. THE SUBLESSEE WITH RESPECT TO THE EQUIPMENT, AGREES THAT THE SUBLESSEE IS BOUND BY AND REQUIRED TO PERFORM THE OBLIGATIONS AND AGREEMENT AND ASSUME THE LIABILITES, SET FORTH IN THE CHAPMAN/LEONARD SUBLEASE ADDENDUM, AND THE SUBLESSEE ALSO AGREES THAT CHAPMAN/LEONARD MAY ENFORCE SAID OBLIGATIONS AND AGREEMENTS AND LIABILITIES AGAINST SUBLESSEE AS IF SUBLESSEE WERE THE LESSEE IN THE CHAPMAN/LEONARD LEASE AND/OR AS IF CHAPMAN/LEONARD WERE THE SUBLESSOR IN THIS SUBLEASE.



TERMS & CONDITIONS

Production Consultants & Equipment

2235 Defoor Hills Rd. Atlanta, GA 30318

Phone: (404) 609-9001 / 1-800-537-4021

FAX: 404-609-9926 / e-mail: camera@pce-atlanta.com

RESTRICTIONS AND RIGHT TO REMOVE

Customer shall not remove the rented equipment from the state in which it is rented prior to obtaining written permission from the owner, furthermore, renter shall not remove the leased property from the ground in any airplane or any machine used by or for air travel including but not limited to helicopters, blimps, and hot air balloons without written consent of PC&E. Customer shall not lease or loan the Equipment described herein to any other persons, firms or corporations and the Equipment shall at all times remain under the immediate and actual control and direction of Customer. Customer agrees not to remove or cover the tag or nameplate on the Equipment showing ownership in PC&E or any other tag or nameplate on any of the Equipment. It shall be lawful for PC&E or its agents at all reasonable times to enter any premises where the Equipment is kept for the purpose of viewing the condition of the Equipment or, in the event PC&E is entitled to remove such Equipment, for the purpose of removing the Equipment and Customer shall cooperate fully with respect to the foregoing.

(continued)

WARRANTY

Except as provided by law, Equipment and/or Facilities are rented to you without warranty or guarantee of any kind, expressed or implied, and PC&E assumes no responsibility unless agreed to in writing. Equipment is offered for inspection and testing at the time of rental, PC&E's sole responsibility will be to replace any equipment not working properly at time of inspection. PC&E is not responsible for any loss resulting from the use of its Equipment or other supplies.

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING ANY RENTAL AGREEMENT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND SUPPLIES AS LISTED ON YOUR RENTAL AGREEMENT.

BULBS, IF BURNED OUT, MUST BE RETURNED FOR CREDIT. BROKEN OR UNRETURNED BULBS WILL BE CHARGED AT LIST PRICE. PC&E PROVIDES NO FURTHER ADDITIONAL WARRANTIES NOT SET FORTH HEREIN AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL PC&E BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES FOR ANY BREACH OF THIS AGREEMENT.

GENERATORS AND VEHICLES

GENERATORS MUST BE PROPERLY GROUNDED AND OPERATED IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODE (ARTICLE 250). PC&E reserves the right of prior approval or designation of a qualified driver/operator. The generator rental price includes the use of the generator only and does not include normal maintenance, fuel, oil, mileage, personnel, shipping, transportation or insurance which are the responsibility of the lessee. GENERATORS AND VEHICLES MUST BE RETURNED WITH ALL FUEL TANKS FULL. A FUELING CHARGE, IN ADDITION TO FUEL COST, WILL BE BILLED FOR FUELING BY PC&E.

Prices are subject to change without notice.

PC&E reserves the right to correct any clerical errors in this document.