



ASSOCIATION OF
INDEPENDENT
COMMERCIAL
PRODUCERS, INC.

plasa production equipment
rental group



Terms and Conditions

1. **Representations, Warranties and Agreements:** Customer has selected the Equipment without relying upon any suggestion or recommendations of Production Consultants & Equipment (PC&E) and Customer understands and agrees that Production Consultants & Equipment (PC&E) assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Production Consultants & Equipment (PC&E) represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Production Consultants & Equipment (PC&E) is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Production Consultants & Equipment (PC&E) will be performed in a professional and competent manner; (4) Production Consultants & Equipment (PC&E) has the right to enter into the rental of the Equipment and (5) Production Consultants & Equipment (PC&E) has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as applicable manufacturer's specifications. Customer agrees as follows: (a) except as set forth in Production Consultants & Equipment (PC&E)'s representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Production Consultants & Equipment (PC&E) shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Production Consultants & Equipment (PC&E)'s representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents warrants and agrees that Customer has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, and manufacturer's recommendations as to the safe use of the Equipment.
2. **Testing:** Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.
3. **Non-Working Equipment:** Customer shall notify Production Consultants & Equipment (PC&E) immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such non-working Equipment or returning all Equipment and canceling this agreement should Production Consultants & Equipment (PC&E) not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Production Consultants & Equipment (PC&E) shall be abated from the time of acceptance and return to Production Consultants & Equipment (PC&E). Likewise, rental charges shall accrue and be owed for any replacement Equipment.
4. **Technician/Operation:** Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.
5. **Risk of Loss:** Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Production Consultants & Equipment (PC&E), its employees, agents, or contractors. Customer is deemed to have taken constructive possession of the Equipment the moment Equipment is in Customer's custody and control (i.e. Customer has picked up the Equipment from Production Consultants & Equipment (PC&E) and/or Production Consultants & Equipment (PC&E) has delivered the Equipment to Customer). In addition, if Production Consultants & Equipment (PC&E) ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Production Consultants & Equipment (PC&E), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Production Consultants & Equipment (PC&E) delivers and/or picks up the Equipment, Production Consultants & Equipment (PC&E) will be responsible for the risk of loss in transit while the Equipment is in the custody of Production Consultants & Equipment (PC&E) and Customer will be responsible for transportation costs.
6. **Storage:** Customer bears the risk of loss for all property not provided by Production Consultants & Equipment (PC&E) (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Production Consultants & Equipment (PC&E) for Customer's ultimate use. Production Consultants & Equipment (PC&E) shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.
7. **Insurance:** Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/or replaced not to exceed 90 days). Customer shall deliver to Production Consultants & Equipment (PC&E) evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Production Consultants & Equipment (PC&E) that complies with coverage requirements as enumerated within this rental agreement.
 - a. **Property Insurance:** Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Production Consultants & Equipment (PC&E) as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Production Consultants & Equipment (PC&E) before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Production Consultants & Equipment (PC&E) will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).
 - b. **Liability Insurance:** Customer shall name Production Consultants & Equipment (PC&E) as an additional insured on their liability insurance. Customer's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE PRODUCTION CONSULTANTS & EQUIPMENT (PC&E) THE PRODUCTION CONSULTANTS & EQUIPMENT (PC&E) WILL PROVIDE THE PRIMARY

AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

c. Production Consultants & Equipment (PC&E) Insurance: Production Consultants & Equipment (PC&E) will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Production Consultants & Equipment (PC&E). Production Consultants & Equipment (PC&E) will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer.

d. Primary Coverage: Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Production Consultants & Equipment (PC&E) under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Production Consultants & Equipment (PC&E) for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Production Consultants & Equipment (PC&E) to immediately and automatically terminate this agreement, at its option.

8. Missing and Damage: Production Consultants & Equipment (PC&E) shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Production Consultants & Equipment (PC&E). Production Consultants & Equipment (PC&E) upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Production Consultants & Equipment (PC&E) to have their crew member(s) verify the Equipment physically returned to Production Consultants & Equipment (PC&E) at a time that is mutually agreeable within the first day of return.

9. Clearing of Data: Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Production Consultants & Equipment (PC&E), and Customer authorizes Production Consultants & Equipment (PC&E) to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Production Consultants & Equipment (PC&E). It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Production Consultants & Equipment (PC&E).

10. Title: Customer specifically acknowledges Production Consultants & Equipment (PC&E)'s superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Production Consultants & Equipment (PC&E)'s acts. Customer may not assign or pledge the Equipment.

11. Default: In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Production Consultants & Equipment (PC&E) may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Production Consultants & Equipment (PC&E) the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

12. Indemnity: Customer agrees to indemnify, defend and hold harmless Production Consultants & Equipment (PC&E) and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Production Consultants & Equipment (PC&E) agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Production Consultants & Equipment (PC&E)'s negligence or willful misconduct of Production Consultants & Equipment (PC&E), or that of Production Consultants & Equipment (PC&E)'s employees, agents, or contractors, Production Consultants & Equipment (PC&E) not having the right to rent the Equipment or Production Consultants & Equipment (PC&E)'s failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.

13. Entire Agreement: Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Production Consultants & Equipment (PC&E) and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

14. Governing Law: This rental agreement has been entered into in the State of Georgia and shall be governed by laws of the State of Georgia, without reference to any conflicts of law principles. Customer and Production Consultants & Equipment (PC&E) agree to the State of Georgia having the sole jurisdiction to govern any and all disputes arising between Customer and Production Consultants & Equipment (PC&E) as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

15. Definitions: As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Contract; "Production Consultants & Equipment (PC&E)" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

PC&E Additional Rental Provisions

Rental payments do not apply towards any purchase price. 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. 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. 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. Unless otherwise agreed, payment is due prior to or at the time of the receipt of the Equipment. 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. An additional charge may be billed and invoiced for transactions requiring special shop openings or an extension of normal business hours.

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 when customer does not provide PC&E with Certificate of Insurance indicating equipment coverage. 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.

Expendables are charged for on an as used basis. Special order expendable items are billed for full price regardless of use and are property of customer.

Lamps, if burned out, must be returned for credit. Broken or unreturned lamps will be charged at list price.

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 to outgoing amount. A fueling charge, in addition to fuel cost may be billed for fueling by PC&E.

Agreement is valid for one year from date signed.

Signed this _____ day of _____ 20_____.

Doug Smith Production Consultants, Inc.
d/b/a Production Consultants & Equipment and/or PC&E

By: _____

PRINT NAME AND TITLE

Customer/Customer Parties

PRINT NAME OF CUSTOMER

By: _____

PRINT NAME AND TITLE