



## RENTAL AGREEMENT TERMS

The terms and conditions set forth below, together with the terms set out on any rental Estimate accepted by signature of the Customer or its agent (the "**Estimate**") constitute the Rental Contract (the "**Agreement**") between the Customer (the "**Customer**") and Tracking Shot LLC ("**Tracking Shot**") located at 272 N. Henry Street, Brooklyn, NY 11222 (the "**Premises**") and apply to all studio equipment and accessories rented from Tracking Shot by the Customer as set out in the Estimate (the "**Equipment**").

- 1. Services.** Tracking Shot will make the Equipment available to the Customer. In the event the requested Equipment is unavailable for the requested Rental Term, Tracking Shot will inform the Customer forthwith and will, at the Customer's request, use best efforts to obtain and provide suitable substitute equipment. Delivery of the Equipment from the Premises to the Customer, and subsequent return of the Equipment to the Premises, are the responsibility of the Customer unless specified otherwise on the Estimate.
- 2. Term.** The Rental Term is for the period of time from and including Pickup Date until and including Return Date, as specified in the Estimate (the "Rental Term"). Upon expiration of the Rental Term, or termination of this Agreement, the Customer shall return the Equipment to Tracking Shot at the Premises in the same condition as it was received by the Customer, ordinary wear and tear, and hidden or latent defects excepted. The Equipment shall not be held over by the Customer or Rental Term extended beyond the Return Date without the prior express consent of Tracking Shot. Equipment not returned to Tracking Shot at the Premises at the expiration of the Rental Term, or termination of this Agreement, shall be deemed to be missing and/or lost, provided that Tracking Shot provides prior written notice to the Customer, and permits the Customer a reasonable opportunity to cure any breach of all obligation hereunder. Customer shall be responsible for a full additional day's rental, regardless of any package or other discounts agreed to at the inception of the Rental Contract, for each day or portion thereof the Equipment is not returned after the expiration of the Rental Term.
- 3. Payment and Terms.** Customer acknowledges that the rental fee for the specified period is the Total amount set out on the last page of the Estimate. Fees will not be prorated on an earlier return of the Equipment. Unless otherwise stated on the Estimate, all rental payments are due and payable on the expiration of the Rental Term, or, in the event of a Rental Term of longer than one week, on a weekly basis on the Friday of each week.
- 4. Damage or Loss to the Equipment.** Customer agrees to exercise all due care in keeping, caring for, and preserving the Equipment. Customer shall not use the Equipment for other than its usual and customary use in the industry, and shall not alter the Equipment in any manner without the prior written consent of Tracking Shot. Customer shall remain responsible for all loss and damage to the Equipment, up to and including the actual cash value for each missing or damaged item, except to the extent arising out of or resulting from any mechanical defect or malfunction of the Equipment, or the negligence or willful misconduct of Tracking Shot, its employees, agents, contractors or representatives, or a breach by a Tracking Shot of any term, condition, representation or warranty under this Agreement. Tracking Shot, in conjunction with the Customer's representatives, shall be the final, and reasonable arbiter of the condition of the Equipment, and of the existence and cash value of any and all actual and reasonable costs of any verifiable and substantiated Loss of or damage to the Equipment.

# Tracking Shot

Camera Dollies & Equipment

272 N. Henry Street, Brooklyn, NY 11222

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www.nytrackingshot.com



- 5. Representations and Warranties.** Tracking Shot hereby represents, warrants and agrees as follows: (1) at the time of Delivery the Equipment shall be in good working order and will function properly when used for its intended purpose; (2) Tracking Shot is responsible for any repair and maintenance of the Equipment necessitated as a result of (a) any breach by Tracking Shot of any term, representation, or warranty under the Agreement or (b) the negligence or willful misconduct of Tracking Shot, its employees, agents, or contractors; (3) Tracking Shot has complied and will continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, licensing requirements and business codes; (4) Subject to the provisions of Paragraph 4, above, Tracking Shot shall, at Tracking Shot's sole cost and expense, replace or repair any piece of the Equipment that is not in good working order or condition, as determined by the Customer in its sole and reasonable discretion.
- 6. Limitation of Damages.** In no event shall Tracking Shot be liable to the Customer for any consequential damages, or for an inability to provide the requested equipment due to a lack of availability.
- 7. Indemnity.** Customer shall indemnify Tracking Shot against, and hold Tracking Shot harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable outside attorney fees, arising out of, connected with, or resulting from the rental, use, operation or possession of the Equipment while the Equipment is in the actual custody and control of the Customer, except to the extent arising out of or resulting from any mechanical defect or malfunction of the Equipment, or the negligence or willful misconduct of Tracking Shot, its employees, agents, contractors or representatives, or a breach by a Tracking Shot of any term, condition, representation or warranty under this Agreement.
- 8. Insurance.** The Customer shall at its own expense, provide and maintain in full force and effect insurance covering the Equipment against any manner of loss or damage to the Equipment throughout the Rental Term and until the Equipment is returned to Tracking Shot in accordance with paragraph 2, above, and shall upon request provide Tracking Shot with a certificate of insurance in compliance with this paragraph.
- 9. Termination.** Notwithstanding anything to the contrary contained herein, the Customer may, with or without cause, terminate this Agreement at any time upon five (5) days prior notice to Tracking Shot. Upon such termination and the concurrent return of the Equipment to Tracking Shot pursuant to the provisions of Paragraph 2, above, the Customer shall incur no further obligations to Tracking Shot under this Agreement beyond the obligations and liabilities already incurred at that time.
- 10. Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

Customer Company Name (print): \_\_\_\_\_

Customer Agent Name(print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_