

Rental Contract Terms & Conditions

Company/Name of Insured:

Address:

City, State, ZIP:

Project Title:

Date: _____

Camera Prep:

First Shoot Day:

Last Shoot Day:

Equipment Return:

1. Customer acknowledges that he/she has examined and treated the items of equipment listed herein and that the same are in good working condition and are free from visible damage and defects, and accepts the same as is, and without any rental reductions or claim. Therefore, Customer acknowledges that this equipment is leased without warranty or guarantee of any kind, expressed or implied, and that Dive And See, Inc. assumes no responsibility, implied in fact or law, for the performance or nonperformance of said equipment. Customer shall return to Dive And See, Inc. at customer's expense, for exchange for other equipment, subject to availability, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve customer of responsibility in the event of damage, destruction or non-return.
2. This equipment, or any other part thereof, may not be removed from the County of Los Angeles, State of California, without the prior written consent of Dive And See, Inc. endorsed herein. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of Customer and in strict accordance with the laws of its location and with the use contemplated in this agreement. Customer shall keep the equipment leased hereby in Customer's sole custody and shall not permit the leased equipment to be used in violation of any federal, state, or municipal statutes, rules, or regulations and indemnify and hold Dive And See, Inc. harmless from any and all fines, forfeitures or penalties and for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without the prior written consent of Dive And See, Inc. endorsed herein.
3. Return, Repair, or Damages: If any item or equipment is returned in damaged or destroyed condition or if any of the equipment is not returned for any reason (including, but not limited to, destruction, confiscation, theft, or act of God), customer shall pay to Dive And See, Inc. within ten days from date on invoice by Dive And See, Inc. the retail replacement cost of such item(s), without deduction of wear or depreciation. If any item is returned in repairable, but in damaged condition, customer shall pay to Dive And See, Inc. within ten days of invoicing by Dive And See, Inc. the actual cost of such repairs. Customer is fully responsible to pay immediately and upon notification up to the full amount of its insurance deductible to Dive And See, Inc. to cover any costs or claims whatsoever that may arise with regard to the rental. The decision to repair or replace the equipment shall be in the sole discretion of Dive And See, Inc. Notwithstanding anything to the contrary, and when the customer pays Dive And See, Inc. for the loss or repair cost herein, customer shall be responsible for the rental of the damaged or lost equipment until such invoices for the damaged or lost equipment is paid for by customer and equipment is actually repaired or replaced and available for renting. The rental for this down time period shall be computed at the rate of three times the rate per week. Customer acknowledges that there may be delays in repairs or replacement that are beyond the control of Dive And See, Inc. Delays by the insurance carrier for the customer shall not reduce or be grounds for any adjustments in the rental charged, nor for the down time period calculation. The acceptance of the returned equipment is not to be deemed a waiver of any of the rights Dive And See, Inc. may have, or a waiver of any latent or patent damages to the equipment that Dive And See, Inc. may have against Renter. Dive And See, Inc. shall have one week to inspect returned Equipment for any damages, wear, and tear and/or excessive cleaning required or missing items. Dive And See, Inc. will notify Customer of any issues via mail or email within one week after Equipment is returned.

SIGNATURE

DATE

INITIALS

4. The last rental day shall be the day of return if such return is after 10a.m. When on daily schedule, daily rate will be charged for Sundays and holidays if equipment is used. Weekly Rate: Our weekly equipment rates are based upon three times the daily rental rate stated on the Rental Contract. All orders shipped out of the State of California are subject to the minimum rental charge. Terms of payment are COD unless otherwise stated on Additional Lease Agreement. After 30 days, accounts are considered past due and for each month or part of a month thereafter, an interest amount of 2% compounded daily on the balance due, plus an administrative charge not exceeding \$50.00 will be added. If Dive And See, Inc. places the account in the hands of an attorney for collection, Customer agrees to pay actual attorney fees and costs for the enforcement of any provision of this agreement, whether or not a lawsuit is filed. Rental rates will not be applied to the purchase price of any equipment listed herein.

5. Title & Ownership: Customer specifically acknowledges Dive And See, Inc.'s superior title and ownership of the equipment and shall keep the equipment free of all liens, levies, assessment and encumbrances. Customer acknowledges that he/she shall be responsible for all taxes, transportation charges, duties, broker fees, bond and all other costs, fees and assessments imposed upon the leasing or use of said equipment. Customer agrees not to remove or cover the tag or nameplate on equipment showing ownership by Dive And See, Inc.

6. Right of Entry: Upon termination of lease period or upon breach of any provision thereof, or in the event of a proceeding in bankruptcy or assignment for the benefit of creditors with regard to Customer, or levying of any legal process upon any item of equipment herein described, or upon any use of equipment in derogation or violation of Dive And See, Inc.'s superior title and ownership, Dive And See, Inc. and its agents shall be at liberty at any time thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purpose and without prejudice to Dive And See, Inc.'s right to receive rent due or accrued to and including date of removal of said equipment.

7. Indemnity & Liability: Customer agrees to indemnify and to hold Dive And See, Inc. harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees arising out of connected with, or resulting from the equipment or the personnel provided hereunder, including without limitation the manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment. Dive And See, Inc. shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise resulting from any delay, detention, late delivery, non-delivery, defect or deficiency in leased equipment or other materials supplied, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any other personnel or service provided by Dive And See, Inc.

8. Foreign Use: All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. Dive And See, Inc. will furnish Customer with a statement giving serial numbers, country of origin and value of equipment at Customer's request. Adequate bonds and customs fees are to be provided by and paid for by Customer. Any delay due to the customer's failure to register leased equipment, or is held up in any way shall be charged as a normal day until equipment is returned to Dive And See, Inc.

SIGNATURE

DATE

INITIALS

9. Shipping Cost: All air or surface shipments of leased equipment made on the behalf of Customer by Dive And See, Inc. will be shipped collect for freight charges and insurance. All leased equipment returned to Dive And See, Inc. by Customer must be shipped prepaid.

10. This agreement shall be governed by the laws of the State of California, and the County of Los Angeles shall be venue for any legal action. Should any legal proceeding arise out of this agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses, including attorney's fees.

11. If Customer is a corporation or business entity, and the person signing this agreement on behalf of such corporation or business entity hereby warrants that he/she has full authority of such corporation or business entity, to sign this agreement and obligate the corporation or business entity. Said person and the corporation or business entity shall be jointly and severally liable for all rentals, expenses and cost and all other sums that may be at any time due and owing to Dive And See, Inc. under the terms of this agreement, unless otherwise noted.

12. Screen Credits: A condition of rental is that screen credits are to be ending credits. They are to be shown as follows: "Camera and Lenses provided by Dive And See, Inc."

13. Deals/Discounts: Any deal made or discount given between Dive And See, Inc. and Lessee(s) shall be for the full span of project. Early termination of contract or early equipment return voids the discount and Lessee(s) is subject to pay full list price for rental. If project goes past the date listed in this agreement, Lessee(s) pays full list price of rental for the remainder of said project.

14. This agreement expresses the entire agreement between the parties and any change there to must be in writing.

15. Customer hereby certifies that he/she has read and fully understands all provisions of this agreement prior to executing this agreement.

ATTENTION: IF RENTED EQUIPMENT IS NOT RETURNED BY 12:00 P.M. ON RETURN DATE SCHEDULED IN THIS AGREEMENT, CUSTOMER WILL BE CHARGED RENT FOR THAT ENTIRE DAY, AND EVERY DAY PAST DUE SCHEDULED DATE IN THIS AGREEMENT.
IF RENTED EQUIPMENT IS RETURNED INCOMPLETE, CUSTOMER PAYS FOR EACH INDIVIDUAL ITEM SEPARATELY. ACCRUED RENTAL PRICES DO NOT APPLY TOWARD PURCHASE PRICE.

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DATE

INITIALS