



3428 BROWNS MILL RD SE. ATLANTA, GA 30354
(470) 428-3185 – WWW.LCWPROPSATL.COM

Rental Agreement

This Rental Agreement is dated as of _____ between _____

("Lessee") with offices located at _____,

and LCW Props Atlanta, ("Lessor"), 3428 Browns Mill Rd SE Atlanta, GA 30354 in connection with the audiovisual

production entitled: _____ ("Production") and states the agreement of the

parties as follows:

1. Items Subject to Lease: Lessor shall lease to Lessee the Item(s) described in the attached invoice (collectively referred to herein as the "Item(s)") under the terms of this agreement.

2. Rent/Lease Term: Lessee is responsible and agrees to pay to Lessor the rates indicated on the attached invoice for the rental period determined on the attached invoice (the "Term"). If Lessee does not return Item(s) by the return date indicated on the invoice, Lessee shall pay Lessor for any extension or Loss and Damage invoices associated with the lease of the Item(s).

3. Payment: Payment for the rental of the equipment shall be made by check, ACH, cash, credit card, or any other terms agreed to with Lessor prior to pick up of the equipment by Lessee, unless a credit account/open Purchase Order has been established with Lessor. In the cases where a PO Account has been established, the terms are Net 30 – payment/balance is due 30 days from when order is picked up. Any payment that is not timely presented will be subject to a 3% per month interest charge on Day 31 until paid. Unless otherwise agreed on the rental invoice, all rentals will be billed/charged as follows: Week One – full rental price; Week Two and Three – ½ full rental price; Week Four – no charge; Week Five to date of return – ½ full rental price. Cancellation of the rental of an equipment rental agreement must be made not less than 24 hours prior to the start of the rental period. Lessee agrees that if the rental agreement is cancelled after 24 hours prior to the anticipated commencement of the rental period, a 25% of the weekly rental agreement charge will be assessed as a "restocking" charge and Lessee agrees to pay this sum to Lessor.

3. Maintenance and Repair: Upon receipt of the Item(s), Lessee is responsible for maintaining the Item(s) in good condition and repair during the Term, with the exception of reasonable wear and tear from the Lessee's use of the Item(s).

4. Delivery and Installation: Lessor does not deliver or install the Item(s). Lessee is responsible to make all arrangements at their own expense for delivery, installation, and return of the Item(s). Shipping is available upon request and Lessee will be responsible to pay for all costs associated with the packaging and shipment of the Item(s). We require moving blankets and ratchet straps to secure the items properly in your vehicle. We offer rentals on these items as well.

5. Risk of Loss/Damage: Lessee accepts the risk of loss of and damage to the Item(s) while the Item(s) is in the complete custody and control of Lessee during the Term. If damage beyond reasonable wear and tear occurs to the Item(s) while in the Lessee's custody, Lessee shall have the option of repairing the Item(s) to its condition prior to lease, or reimbursing Lessor the actual and verifiable Replacement Cost (Actual Cash Value). If the Item(s) leased is lost, Lessee is responsible

to pay the verifiable Replacement Cost of the Item(s) to Lessor, or Lessee may replace the lost Item(s) with an identical or similar item of equal value if agreed to by Lessor.

6. Acceptance of Item(s): Item(s) is accepted by Lessee "as is" and Lessor makes no guarantees that Item(s) will operate as desired. Lessee must notify Lessor of defects or discrepancies between the description of the Item(s) and the actual Item(s) before Lessee takes custody of the Item(s). If Lessee has notified Lessor of a defect or discrepancy of the Item(s) prior to leasing, Lessee may cancel the lease or accept the Item(s) after the discrepancy is resolved or the Item(s) is in a satisfactory condition. Lessee will not receive a refund for an Item(s) with defects and discrepancies after they have been accepted and will be responsible to pay for the rental and any subsequent damages.

7. Modification of Props: Lessee shall not alter the appearance or function of any Item(s) without the written consent of Lessor. If the Item(s) is altered without Lessor's consent, Lessee will be responsible for any costs to return the Item(s) to its original condition.

8. Warranties: Lessor hereby represents and warrants to Lessee that: (i) it has inspected the Item(s) and to the extent that Lessee has made known to Lessor the intended use of the Item(s), it is fit for the intended purpose; and that (ii) Item(s) are accepted by Lessee in their "as is" condition. Lessor makes no warranty or representation with respect to any authorizations, consents, or releases required from respective artists, designers or manufacturers of any Item(s).

9. Clearances: Lessee represents and warrants that it is solely responsible to obtain all required authorizations, consents, or releases and is liable for all reuse and other fees that arise from the use of such Item(s).

10. Indemnity of Lessor: Lessee agrees to protect, indemnify, defend and hold harmless Lessor, its directors, officers, agents, shareholders, and employees, against all claims or damages to people or property and costs (including reasonable attorney's fees), up to Lessor's pro-rata share of the Item(s), arising out of or connected with the operation of Lessee's activities with respect to the Item(s), including damage caused by inadequate maintenance of the Item(s), use of the Item(s), or a part thereof, by any customer, any guest, invitee, or by any agent of the Lessee.

11. Insurance: Lessee shall provide a Certificate of Insurance with a minimum of \$1,000,000 per occurrence in Commercial General Liability insurance to Lessor naming Lessor as a loss payee and additionally insured certificate holder. Additional types of insurances that are preferred: (i) Misc. Rented Equipment, (ii) Props, Set and Wardrobe, (iii) Third Party Property Damage. If Lessee is unable to provide a Certificate of Insurance, Lessee's rental order request may be denied, or a deposit in an amount proportionate to Lessee's quoted order will be required.

12. Any disputes arising under this Agreement shall be submitted to final, binding arbitration under the Expedited Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. ("JAMS"), or if there is no JAMS office within 250 miles of any of Lessor's places of business, under the rules of the American Arbitration Association.

13. Entire Agreement and Modification: This Agreement constitutes the entire understanding between the parties in connection with the subject matter herein. The terms of this Agreement shall control over any conflicting terms in any invoice. Modifications or amendments to this Agreement shall only be effective if written amendments are signed by both parties. Any previous agreements between parties are superseded by this Agreement.

LCW Props Atlanta

Lessee: _____

Lessor: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____