

# RENTAL AGREEMENT

## TERMS AND CONDITIONS

### EQUIPMENT / TECHNICIAN RENTAL

This is a binding agreement between Company Counts LLC and the below signed Renter. By signing, Renter understands and agrees to abide by the terms and conditions described herein:

### INSURANCE

- Before the start of any rental, Company Counts requires that a fully executed Certificate of Insurance be on file.
- Please email Certificate of Insurance to [contact@companycounts.com](mailto:contact@companycounts.com) prior to shoot date.

### EQUIPMENT:

1. Commercial General Liability:

Each occurrence limit	1,000,000
Personal injury and advertising limit	1,000,000
General aggregate limit	1,000,000
Products and complete operations aggregate limit	1,000,000

(List Company Counts LLC, as additional insured)

2. Rental Equipment Insurance Coverage:
  - Worldwide
  - All risk
  - Including in-transit & on-location
  - Replacement cost basis-for value of rental equipment
  - Deductible must be stated
  - Policy # must be stated
  - Policy Date(s) must cover rental period-including transit time

(List Company Counts LLC, as loss payee)

### VEHICLE: (only if renting Grip Van)

3. Physical Damage Coverage for Hired Autos: 125,000 (including comprehensive and collision)

(List Company Counts LLC, as loss payee)

4. Non-Owned and Hired Automobile Liability: 1,000,000 (combined single limit)

Certificate holder to read:  
Company Counts LLC  
279 Frost St., Floor 1  
Brooklyn, NY 11222

### TERMS

- All payments are due upon receipt of invoice unless terms have been established (usually after two bookings). Renters with unpaid invoices of forty-five days or more will be required to pay in full at job's conclusion. Renter agrees to pay for all costs associated with the collection of past due invoices.

### RESPONSIBILITY/LIABILITY

- Company Counts assumes no responsibility (NO EXCEPTIONS), and is not liable--in any way--for any actual or alleged loss to a client. This includes: equipment failure or malfunction, data corruption, cancellation delays due to force of nature, or an any other kind of unexpected disasters, and for any human error.
- Renter agrees to pay for repairs of damage beyond normal wear and tear. If any rented equipment is lost, destroyed, damaged or for any reason returned to Company Counts, Renter agrees to replace said equipment or pay Company Counts the replacement value. If any damage to the studio while rental, Renter agrees to cover all costs associated.
- Renter shall cover Loss of Income equal to the base rental rate of lost/damaged property or equipment multiplied by the number of days required to repair or replace lost/damaged item.
- If Company Counts discovers that the rental equipment and/or studio property has been damaged or has parts missing, within 48 hours after the equipment/studio has been returned, Renter agrees to pay all repairs of parts'

replacement costs rented equipment/studio. Renter may also be liable for lost rental time incurred in repairing damaged equipment/property.

- Presence of Company Counts Technician does not release renter from loss or damage liability of equipment.
- If Renter fails to return equipment/studio when due or pay rental thereof, Company Counts may declare Renter in default and shall have the right to take said equipment/studio from Renter and recover all damages, rental, costs and attorney's fees. Renter waives any claim for damage resulting from such action.

**CANCELLATION POLICY**

· If Renter cancels less than 24 hours from the specified shoot date, Renter agrees to pay the daily rate for each item/studio that has been booked. If at all possible, Company Counts will try to rent the cancelled item(s) to another client. If booked items can be rented, Company Counts will waive the cancellation fees in order to accommodate the original Renter.

Client Name \_\_\_\_\_

Shoot Date \_\_\_\_\_

Billing Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project \_\_\_\_\_

PO# \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_