

# First Light Rentals, LLC

## Jeff Garton

### Terms/ Contract

These terms and conditions form part of a rental between you, First Light Rentals, LLC and Jeff Garton and applies to all equipment and supplies rented by you. Acceptance of a rental estimate and/or acceptance of any rental equipment constitutes full acceptance of these terms.

#### **Rental Policy**

A rental contract stating First Light Rentals, LLC/Jeff Garton's rental policies must be signed by an authorized agent or officer of the production company, network or corporation (customer) and returned to our office prior to pick up or delivery of equipment.

Minimum rental period is one calendar day. All prices are on a per calendar day basis. A three day weekly rate is available for up to seven consecutive days including the pickup/prep/travel day and the return/de-prep/travel day. Equipment rentals are for agreed upon calendar days only. Unauthorized extensions beyond the agreed upon calendar days will be charged at full daily rate and a minimum of a one day charge. First Light Rentals, LLC and/or Jeff Garton must agree in writing to any extension of the rental term. Rentals are subject to the complete rental fee if canceled less than 24 hours in advance unless we can re-book the items.

#### **Pricing, Payment, & Credit**

Rental must be paid in full before pickup unless credit has been established with First Light Rentals, LLC/Jeff Garton.

Upon approval of credit, all invoices must be paid Net 30. Failure to pay invoices within the 30 days may result in a 1.5% per month late fee and loss of credit with First Light Rentals, LLC/Jeff Garton. We accept Visa, MasterCard credit cards. All invoices paid with a credit card will be assessed an additional four percent processing fee. All credit card charges come from First Light Rentals, LLC/Jeff Garton. In the event that a chargeback is wrongfully claimed, you agree to pay the outstanding amount plus an additional \$35 false chargeback fee immediately.

Checks made payable to First Light Rentals, LLC and/or Jeff Garton may be processed electronically the same day, therefore the funds should be available immediately. First Light Rentals, LLC and/or Jeff Garton will not accept a check to be held. In the event a check is returned to First Light Rentals, LLC and/or Jeff Garton, you agree to pay the outstanding amount plus an additional \$35 returned check fee immediately.

#### **Insurance Requirements**

Property Insurance.

You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage shall begin from the time you or your agents pickup Equipment at our place of business, or take delivery of the Equipment, whichever is applicable, and shall continue until the time the Equipment is returned to and accepted by us.

The Property Insurance shall be on a worldwide basis, shall name us as an additional insured and as the loss payee with respect to Equipment and shall cover all risks of loss of or damage or destruction to Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$400,000 for First Light LLC and Jeff Garton. The Property Insurance shall be primary coverage.

#### **Liability Insurance**

You shall at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage, The Liability Insurance shall name "First Light Rentals, LLC" and "Jeff Garton" as an addition insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverage: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

**Insurance Generally**

All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us

harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. Should you fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide us upon request with satisfactory insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement.

**Cancellation of Insurance**

You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

**Certificates of Insurance**

Before obtaining possession of the Equipment, you shall provide to us Certificates of Insurance confirming the coverage specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

**Equipment Restrictions**

You may not remove or cover the tag, bar-code, serial number, or name plate on equipment showing ownership by First Light Rentals, LLC and/or Jeff Garton. At all times, First Light Rentals, LLC and Jeff Garton shall have the right to inspect equipment and observe its use. You consent to provide access to equipment at any time requested. It shall be lawful for First Light Rentals, LLC, Jeff Garton or their agents at any time to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of the said equipment.

You may not sublease any equipment without specific written consent of First Light Rentals, LLC and/or Jeff Garton.

**Equipment Inspection & Testing**

All equipment is provided in good working order. You acknowledge that you have fully inspected and/or tested, and accepted all equipment in good working order.

**Responsibility of Equipment**

You assume all responsibility for equipment including vehicles rented from First Light Rentals, LLC and Jeff Garton when it leaves our shop. You assume all responsibility for cross rented equipment from the time First Light Rentals, LLC picks the equipment up from the cross rental company. You are responsible for any damage or loss regardless of insurance coverage.

In the event any equipment is damaged, destroyed, lost, stolen, or otherwise does not return - you will be responsible for the cost to repair or replace the equipment and additional rental fees to cover time lost. The rental period will be extended until First Light Rentals, LLC and/or Jeff Garton has repaired or replaced the equipment. Upon return of damaged equipment, First Light Rentals, LLC and/or Jeff Garton will inspect the damage and determine the required repairs. Should First Light Rentals, LLC and/or Jeff Garton determine that the equipment should be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at the current retail prices less any discounts available, without deduction for depreciation.

**Transportation**

First Light Rentals, LLC trucks must be operated by staff drivers or freelance drivers approved by First Light Rentals, LLC. All drivers must comply with applicable US DOT regulations.

Rental price of truck does not include driver's wages, or mileage. Customer is responsible for any tolls, permits, truck damage, parking fees and parking violations, if any are incurred during rental period.

**Compliance with Law and Regulations**

You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, you shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold us harmless from and against any and all fine, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorney fees.

**Indemnity**

You agree to indemnify and hold harmless First Light Rentals, LLC and Jeff Garton from any and all claims, actions, suits, proceeding, costs, expenses, damage and liabilities, including reasonable attorneys fees and costs arising out of, connected with, or resulting from the lease of any equipment or the employment of any personnel provided by First Light Rentals, LLC and/or Jeff Garton. Equipment is used at your sole risk and you will indemnify and hold First Light Rentals, LLC and Jeff Garton harmless from any and all liability, claim cost, malfunctioning equipment, and expenses arising out of your use of or possession of the equipment.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **E-Mail Address** \_\_\_\_\_

**Name of Company's Authorized Agent:** \_\_\_\_\_

**Authorized Agent's Status:** *Freelance or Staff (Person responsible for paying this contract)*

**Company's Authorized Agent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(Please fill out completely; initial all pages and sign)**

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