

Rental Agreement is made between VIDCAM LLC (Rentor) and Customer (Rentee), This agreement is in effect upon receipt of rented gear and will remain on file to cover all future rentals either on this contract or others future contracts, unless deemed null and void by VIDCAM LLC. Invoices shall act as an equipment list The property ("Property") subject to this Agreement shall be the specific items of equipment listed on the Equipment Delivery.

Receipt prepared by Vidcam. At time of delivery of such equipment to or on behalf of the customer ("Customer"), whose name appears at the bottom of this Rental Agreement? Upon pickup of the Property by Customer at Vidcam place of business, or upon receipt by Customer after shipment. it is Customer's responsibility to determine that the order is complete and to immediately notify Vidcam prior to taking delivery, of any discrepancies.

**TERM OF RENTAL:** Unless otherwise specified in the Equipment Delivery Receipt, all Property shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered to Customer and the time it is returned to Vidcam. The manner by which "delivery" and "return" are to be accomplished are described herein below.

Pickup by the Customer from Vidcam, shipment by Vidcam of the Property after 2:00 PM shall not be deemed a rental day. Return of the Property to Vidcam after 12:00PM Will be deemed an additional rental day. Where the Property has not been returned to Vidcam by the date specified in the Equipment Delivery Receipt, rent shall continue to accrue on the Property on a day-t(Hlay basis at the rate contained on the applicable invoice, until such time as the property has been returned to Vidcam in the manner provided for below. Regardless of the period of rental specified in the Equipment Delivery Receipt, Vidcam may. by notice to the Customer, cancel any Equipment Delivery Receipt at any time during the term of rental if Vidcam deems that the Customer is misusing equipment, the terms of this Agreement are not being met, or Customer has breached this Agreement in any other manner.

**DELIVERY:** Customer. by signing this agreement. acknowledges that the property will be deemed "delivered" to it for all purposes when it leaves Vidcam place of business in the possession of the customer, any agent of the customer or any third party carrier customer bears full responsibility for all transportation arrangements for the property (including selection of a third party carrier if required), unless Other arrangements are made in a writing signed by an authorized representative of Vidcam. Should the Customer fail to specify in writing the exact manner by which transportation and delivery shall be accomplished, Customer shall be deemed to have authorized Vidcam to employ methods of delivery that Vidcam, in its sole discretion, deems to be appropriate

for the particular circumstances under which the transportation and/or delivery will occur, including the use of any third party carriers, drayage houses, and/or storage facilities, with the Customer bearing the entire risk of loss and/or damage to any Property once it has left Vidcam place of business. In the event Vidcam agrees in writing to deliver the Property to a location away from Vidcam place, the Customer shall provide Vidcam with detailed written instructions for the manner and location of such delivery. If the Customer fails to provide such instructions, or if such instructions fail to address specific aspects of the delivery process, Customer shall be deemed to have authorized Vidcam to accomplish delivery in any manner that Vidcam, in its sole discretion, deems to be appropriate for the particular circumstances under which the delivery will occur, including delivery to a drayage house or storage facility, with the Customer bearing the entire risk of loss and/or damage to the Property once it is no longer in the physical custody of authorized Vidcam employees

**RETURN:** the property shall be deemed "returned" to Vidcam when it has been delivered to Vidcam operations department. The customer shall continue to bear any and all risk of loss and/or damage to the property until return has been accomplished in this manner. Equipment that has been damaged or destroyed while in the possession of the Customer, an agent of the Customer or any third party carrier shall not be deemed to have been "returned" to Vidcam until such time as it has been repaired (as provided below) and Customer has been released in writing by an authorized representative of Vidcam from liability for any further rent, or Vidcam has received full replacement value from the Customer or the Customer's insurer, including payment of any unpaid and or continuing rental charges. Likewise, equipment that has been lost, stolen or seized by a governmental agency while in the possession of the Customer, an agent of the Customer (including, but not limited to, drayage houses, storage facilities and/or hotel concierge desks) or any third party carrier shall not be deemed to have been "returned" to Vidcam until Vidcam has received full replacement value from the Customer or the Customer's insurer, including payment of any continuing rental charges, or the equipment has been released by the governmental agency or third party and is in the physical possession of Vidcam, in an undamaged condition. Under no circumstances shall Vidcam be deemed to have accepted return delivery of or otherwise "signed off" on items of equipment until such time as each item has been unpacked from its shipping container, examined by Vidcam employees and received as undamaged.

**RATES AND CHARGES:** The rent payable for any item of Property shall be that set forth in the Sales Invoice. Rent is payable according to the terms contained on Vidcam's Invoice to Customer. If not paid when due, rent shall bear interest at the rate of one and one-half percent (1 1/2 %) per month from the date rental charges were incurred. Any discounts granted by Vidcam may be revoked at any time. Vidcam published rates are subject to change at any time without notice. All

rates are FOB Vidcam, and Customer is responsible for all shipping and delivery charges. Vidcam may assess an additional charge in accordance with its then current rate schedule for pickup and delivery, early pickup services during non-business hours and technical support for the operation of equipment. No allowance will be made for items delivered to but not used by Customer.

**LIMITED WARRANTY:** Vidcam, warrants that, when delivered to the Customer, all Property will be operational to accepted Manufacturer specifications. In the event of a malfunction, customer must notify Vidcam immediately and Vidcam will have no responsibility for any malfunction reported after termination of the rental for such property. Customer shall not attempt to service or repair any of the property and any attempt by the customer to service or repair the property, will void the limited warranty provided herein. The limited warranty provided herein shall not apply to any malfunction resulting from mishandling or improper operation of the property after delivery to the customer. Vidcam shall have no liability arising out of the customer's inability to operate the property in accordance with manufacturer's instructions and contemplated use. Except as set forth herein, Vidcam makes no warranty with respect to the property and expressly disclaims any warranty implied or otherwise, that the property is suitable for the customer's intended use. Vidcam shall not be liable for any consequential damages and its liability for any breach of the warranty granted hereunder shall be, in Vidcam discretion, replacement or repair of any defective property or a refund of any rent paid by the customer in connection with such property.

**CLEANING / ORGANIZATION FEE:** Any equipment returned in excessively dirty or unorganized condition is subject to a cleaning / organization fee at the discretion of Vidcam.

**DAMAGE AND INSURANCE:** The customer acknowledges that when the property is delivered to the customer, the customer will have examined the property and found it to be in good working order. The customer shall have full responsibility and liability to Vidcam for the actual cost to repair or replace any property which during the period between delivery to the customer and return to Vidcam has been lost, stolen, or damaged from any cause whatsoever (other than from a malfunction to which Vidcam's limited warranty applies or ordinary wear and tear). The customer assumes all risk of loss once the property leaves Vidcam's place of business until such time as the properties returned to Vidcam in the manner provided herein, except at such times as the equipment is in the exclusive control of authorized Vidcam employees. The customer shall also be liable to Vidcam for any continued rental charges during a reasonable time required to repair or replace damaged equipment, to the extent the customer is responsible under this agreement for such damage or loss, the customer shall be liable to Vidcam for the full replacement cost of all property which must be replaced because of damage, loss, or the customer's failure to return the property to Vidcam. The liability of customer hereunder is primary and shall only be reduced in the

event and to the extent Vidcam receives any applicable insurance proceeds. Acceptance by Vidcam of the return of any Property shall not be deemed a waiver by vidcam of any claims which Vidcam may have against the Customer under this paragraph, even though any damage for which the Customer is liable here under is discovered later. Prior to taking delivery of the Property, the Customer shall either (i) provide to Vidcam a Certificate of Insurance acceptable to vidcam. with Vidcam named as the loss payee. In a form and amount satisfactory to Vidcam, evidencing Customer's insurance covering all risk of loss to the Property at replacement cost value plus any continuing rental charges at the same rate set forth on the Sales Invoice (such payments to continue until the date of receipt of the replacement cost by Vidcam), including coverage of the Property while in transit. The customer's insurance must include rented or leased equipment coverage and must provide coverage during the entire time of rental or lease, including transportation of the equipment from and to Vidcam's place of business, even if such transportation is accomplished by a third-party carrier. A \$2,500.00 deposit is required from the Rentee, if the Rentee is unable to obtain and show proof of rental insurance by supplying a Certificate Of Insurance to Vidcam, LLC at 1022 W. Burbank Blvd, Burbank, CA 91504. (818) 558-7744. Prior to renting the equipment An additional 10% will be added to the cost of the rental before any discount is applied. Any equipment that is lost and/or damaged the \$2500.00 deposit will be used to replace or repair the equipment

**USE OF PROPERTY:** The Customer shall always retain the Property in Its own custody, The Customer shall operate the Property in accordance with the manufacturer's instructions and contemplated use and shall not use the Property in any manner which Will subject it to abnormal or hazardous conditions, including, but not limited to: not using the Property in accordance with manufacturer's instructions and contemplated use, negligence (defined as, but not limited to, failure to provide prudent security measures to prevent theft or carelessness in maintaining the equipment properly); or misuse(defined as, but not limited to, improper use of the equipment causing damage due to utilization of the equipment in a manner for which it is not designed). The Customer shall not make any alterations or improvements to the Property without the prior written consent of Vidcam and shall not deface, remove, or cover any nameplate on the Property showing Vidcam's ownership, All property shall be operated in accordance with applicable Federal, State, or local law.

**INDEMNIFICATION:** The customer hereby agrees to indemnify and hold Vidcam harmless from and against all losses and/or claims, including attorneys' fees, arising out Of customers possession, use or operation of the property during the time between delivery of the property to the customer and its return to Vidcam.

**TITLE MATTERS:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Title to the Property shall always remain in Vidcam. The Customer hereby acknowledges Vidcam ownership and title in the Property and agrees to keep the Property free of all liens, levies, and encumbrances. This Agreement constitutes a lease to the Customer exclusively and the Customer shall not assign any rights under this Agreement (or sublease the Property to any other person or entity). Vidcam shall have the right to assign its rights and obligations under this Agreement without the consent of the Customer. In the event of any such assignment, the Customer waives the right to assert any claim by the Customer against Vidcam as a defense against any such assignee.

**RIGHT OF ENTRY AND INSPECTION:** Vidcam shall have the right to inspect the Property at any time during the rental term. Customer shall make all arrangements necessary to permit a qualified representative of Vidcam access to the location of the Property. If a breach of any of the provisions of the Rental Agreement occurs, Vidcam has the right to remove all of the Property without liability to Customer, and without prejudice to Vidcam's right to receive rent due or accrued, up to and including the date of removal of the Property.

**GOVERNING LAW:** This Rental Agreement shall be governed by and construed in accordance with the laws of the State of California as same are applied to internal disputes and the parties hereto submit to the jurisdiction of the Courts of the State of California, County of Los Angeles for all purposes related to this Agreement. The prevailing party in any proceeding shall be entitled to an award of attorneys' fees and litigation costs.

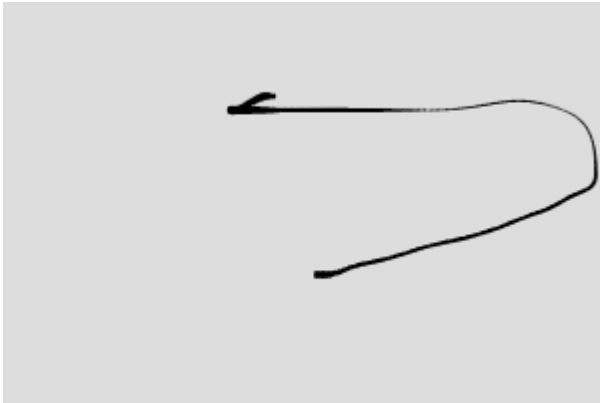
**MISCELLANEOUS:** This Agreement, the Equipment Delivery Receipt, the Sales Invoice(s) and any extension of the rental term set forth in the Sales Invoice issued by Vidcam from time to time shall constitute the entire Agreement of Vidcam and the Customer with respect to the rental of the Property. This Agreement may not be modified without a writing signed by both the Customer and an authorized representative of Vidcam. All obligations of the Customer hereunder shall survive expiration of the rental term set forth on any Equipment Delivery.

The person signing this Agreement on behalf of the Customer warrants that such individual has been duly authorized to execute this Agreement and to bind the Customer to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement and the remainder shall be deemed fully enforceable.

The Customer hereby represents to the best of its knowledge, that all information provided is true

and correct. By signing this Rental Agreement and accepting delivery of equipment from Vidcam, the Customer agrees to be bound by all the Rental Terms and Conditions in effect from time to time, as set forth in this document Further, by signing below, the signatory hereby represents that they are an authorized agent of the Customer or are otherwise authorized to bind the agreement

RENTEE SIGNATURE:

A handwritten signature in black ink on a light gray background. The signature is stylized, starting with a horizontal line, curving upwards and then downwards to form a loop, and ending with a short horizontal stroke.

COMPANY NAME: test

RENTEE PRINT NAME: test

ADDRESS: test

DATE: 2222-02-02

PHONE: 888888