

SILVER SCREEN CINEMA SUPPLY

RENTALS TERMS AND CONDITIONS

Any and all individuals or entities (hereinafter referred to as "Renter") that rent motion picture equipment and accessories or services from Silver Screen Cinema Supply, the rental division of Silver Screen Cinema Studios ("SSCS") agree upon the terms and conditions herein provided.

1. Title to said equipment shall remain with SSCS. Renter has the opportunity to examine said equipment prior to removing the equipment from SSCS facilities and agrees that the same equipment carried is the correct equipment ordered by Renter and is in good order, condition and repair.
2. Equipment will be ready and available for pickup at SSCS the day the rental starts at 9:00am. The equipment can be picked up any time that day between 9:00am and 8:00pm. Renter has until 9:00am the next day to pick up the rental equipment or the Renter forfeits the rental, at which time the equipment will be available for other Renters to rent. To avoid forfeiture of the rental, Renter must contact SSCS before 9:00am the next day. SSCS will allow Renter to rent the equipment for the duration of the scheduled rental. SSCS cannot guarantee that the rented equipment will be available for the Renter to extend the rental if the equipment is picked up late.
3. As used herein the rental day shall commence on the day the equipment is delivered to or picked up by Renter and shall continue until said equipment is returned (the entire time the equipment is out of the possession of SSCS).
4. Renter agrees to return said equipment to SSCS on the scheduled return date by 7:00pm or before, in the same good order, condition and repair. Renter agrees to pay one (1) additional rental day, per day, if said equipment is not returned by date specified on rental order.
5. Rental of 4-Ton Movie Rental Package needs to be completed one (1) week before rental equipment is needed at set. Travel is free within the Studios' Zone*. Rentals within the Studios' Nearby Location (NL) Zone* , and outside the Studio Zone, are subject to a \$0.75 per mile charge. Rentals outside of the Studios' NL Zone (Distant Locations)* require a Per Diem of \$150 per day and hotel stay for the Driver, which will be billed at the return of the package. The Driver will contact Renter prior to the first day of the rental to receive a copy of the call sheet and the address of where the package needs to be delivered.
6. Renter agrees that if any equipment rented hereunder is not suitable for Renter's use, or is defective, or is in need of repairs, that Renter shall have no claim against SSCS for damages and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.
7. Renter agrees that the equipment described herein is the correct equipment ordered by renter, that if any of said equipment is lost or damaged Renter agrees to repair the same at his/her sole cost and expense or to pay to SSCS the stated value of the same. Until said equipment is repaired and returned or SCSS is paid for repair; rental for such equipment shall continue to accrue.
8. Renter agrees that Renter will indemnify and save SSCS harmless from such claims of all persons that said rented equipment is not suitable for Renter's use or is defective.

Initials: _____

*See Studio Zones Map at end of document.



2482 W. 3200 S.
Syracuse, UT 84075

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9. Renter agrees to operate each piece of equipment hereunder in accordance with manufacturer's operating procedures. If Renter is unfamiliar with manufacturer's operating procedures, Renter is responsible for requesting manufacturer's operating procedures.

10. Renter agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.

11. Renter agrees to pay SSCS in full for the equipment being rented and before the equipment is to be picked up. Equipment will not be released to Renter until payment is made in full for the amount quoted.

12. Time is of the essence of this agreement. If Renter fails to return said equipment when due, SSCS may charge the credit card on file for the past due days beyond the return date at regular day rates for all equipment still in Renter's possession. SSCS may declare Renter in default and shall have the right to repossess said equipment from Renter and recover all damages, accrued rental costs and reasonable attorney's fees. Renter hereby waives any claim for loss or damage resulting from said repossession.

13. If within 48 hours after the return of said equipment SSCS shall discover that the same has been damaged while rented under this agreement, SSCS shall notify Renter of the description of such damage and the amount required to repair the same and the Renter agrees to have card left on file charged for the same on demand.

14. In the event that the Renter is in default under this rental agreement and an action is commenced to enforce any right there under, the prevailing party in such action may recover from the other, in addition to all other relief, reasonable attorney's fees incurred in said action or proceedings.

15. In the event that Renter from time to time rents other equipment from SSCS the terms and conditions of this rental agreement shall apply to such other rentals.

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