

## Rental Contract



### **Rental Policy and Conditions**

The lessee, whose name and authorized signature appears on this agreement (hereinafter designated as "Lessee" "You" or "Your"), hereby rents from Image Equity LLC the equipment, vehicles and services described herein and on any purchase orders, inventories or additional documents provided to Lessee by Image Equity LLC, and acknowledges receipt of said equipment, vehicles and services.

### **Rental Period**

Minimum rental period is one day. Special rates are available on one week or longer rentals.

### **Cancellations**

Image Equity LLC requires 24 hours notice of all cancellations. A one day rental charge shall be issued for lack of notice.

### **Payment Terms**

Payment terms are net 30 days, except for out-of-state lessees who are C.O.D. at end of job. A charge of 1.5% per month will be applied after 30 days. All accounts over 60 days are C.O.D.

### **Indemnification**

Lessee agrees to defend, indemnify, and hold Image Equity LLC, its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim except as the result of Our sole negligence or willful misconduct, from the time the Equipment leaves Our place of business when You rent/lease it until the Equipment is returned to Us.

### **Damaged Equipment**

Our equipment is offered for inspection and testing at the time of rental. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement. Lessee is responsible for all loss, damage or destruction of equipment. If unit is damaged beyond repair lessee shall pay full replacement price. Responsibility ends after the return and evaluation by Image Equity LLC of equipment rented. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment, including any rented vehicles, is fully repaired and returned to Image Equity LLC or full payment in settlement of loss is received by Image Equity LLC.

### **Drivers**

Any and all drivers who drive the Vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You must supply and employ any driver who drives Our Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

### **Operators**

Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment (even if the Operator is the owner of the Equipment or owner of a company that owns the Equipment) and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

### **Legal Action**

Any dispute arising under or pursuant to this agreement, shall be controlled by Arizona law. Should Lessee default, or fail to perform under any provision herein, Lessee agrees to pay reasonable attorney's fees and other costs actually incurred by Image Equity LLC in enforcing such provisions. This agreement involving equipment, facilities, and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

**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) from the time the Equipment leaves our place of business, until the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value. The Property Insurance shall be primary coverage over Our insurance.

**Workers Compensation Insurance.** You shall, at Your own expense, maintain worker’s compensation insurance during the course of the Equipment rental as required by applicable law and employer’s liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

**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 Us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement. 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.

**Vehicle Insurance.** You shall, at Your own expense, maintain business motor vehicle liability insurance (“Vehicle Insurance”), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include “comprehensive” and “collision” coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution, if caused by accident, caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance.

**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 evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required 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. 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 coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier. Certificate shall be addressed to: Image Equity LLC, 4647 W Alameda Road, Glendale, AZ 85310.

**ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
(LESSEE) PLEASE PRINT YOUR NAME

\_\_\_\_\_  
LESSEE SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
(LESSOR - Image Equity LLC)

\_\_\_\_\_  
LESSOR SIGNATURE

DATE: \_\_\_\_\_