



RENTAL AGREEMENT

INTRODUCTION

This rental agreement ("Rental Agreement") is entered into by BC Live Productions ("BC Live") and the customer whose name appears on this agreement form ("Customer"). The intention of the Rental Agreement is to establish a short term rental of equipment ("Equipment") between BC Live and the Customer. Equipment covered by this agreement shall be listed in the rental delivery receipt ("Delivery Receipt") supplied by BC Live. This receipt will be prepared and supplied at the time of delivery to or on behalf of the Customer. The Equipment shall be rented for a specific term ("Rental Term"). A rental invoice ("Rental Invoice") will be generated which defines the agreed initial Rental Term and applicable rate for the Equipment per day ("Rental Rate"). Any extension of the Rental Term must be agreed to in writing by BC Live, and the rate of extension is implied to be at the same Rental Rate as defined in the initial Rental Invoice. Upon extension of the Rental Term, a new Rental Invoice will be generated for the agreed additional term. This form, the Delivery Receipt, all related Rental Invoices and any changes to the terms and conditions as defined by BC Live from time to time, shall form the complete Rental Agreement between the parties, as if encompassed in the same document.

DELIVERY OF EQUIPMENT

The Equipment is determined to have been delivered to, and under the care of the Customer ("Delivered") when: In the case of the Customer picking up from BC Live's place of business, when the Equipment leaves BC Live's place of business in the possession of the Customer or any of its representatives, agents, or assignees; In the case of the Customer organizing their own shipping, when the Equipment leaves BC Live's place of business in the possession of any third party with written authorization by the Customer; In the case of BC Live organizing shipping or delivery, when the Equipment arrives at the delivery destination requested by the Customer. The Customer is required to give notice immediately of any discrepancy between the description of the Equipment on the Rental Invoice, and the Equipment the Customer receives at BC Live's place of business. If the Equipment is being shipped, notice of such discrepancy is required immediately when the Equipment is delivered to the destination listed on the Delivery Receipt. It is agreed by both parties that if no such immediate notice is given about any discrepancies, that the order is full and complete. Customer assumes all cost, risk and responsibility for the transportation of the Equipment when organizing it's own shipping. In the case of BC Live organizing the shipping, Customer agrees to provide detailed written instruction about the intended destination of the Equipment, and have an authorized representative available to sign for the Equipment upon its arrival.

TRANSPORT OF EQUIPMENT:

Equipment is considered to be Delivered when the Customer signs the delivery receipt, or as soon as the equipment leaves the premises in the possession of the Customer or any of its agents or assignees, Transportation method and cost is the responsibility of the Customer unless by prior written arrangement. Customer has the right to specify carrier and method, and bears all risk and cost of transport. In the case of BC Live handling delivery, written detailed instructions are required stating specifics of delivery. Where no instruction is given, Customer is deemed to have authorized any of BC Live's employees or agents to deliver the Equipment in whatever fashion seems appropriate to them at the time, including delivery to a third party location or storage / shipping facility. Customer bears full responsibility for any loss / damage occurring as a result of such delivery.

RETURN OF EQUIPMENT:

The Equipment is determined to have been returned ("Returned") to BC Live when it is back at BC Live's place of business and has been signed off as having been inspected and approved by an authorized representative of BC Live. Equipment will be inspected in a timely manner at the earliest convenience of BC Live. The Customer is responsible for the complete and proper care and use of the Equipment until it is Returned. Customer agrees to be liable for the agreed Rental Term as defined in the Rental Invoice until the Equipment has been Returned. An authorized representative of BC Live will determine as being Returned once it has been inspected and found to either be in the same working and aesthetic condition as when it was Delivered, or BC Live has received the full agreed value of the Equipment by the Customer or Customer's insurer. All Returns organized through a shipping company shall require an adult signature at the return address and shall not be left unattended. Any deliveries left unattended are the responsibility of the Customer.

RATES AND CHARGES:

The Rental Rate for Equipment can be found on the Rental Invoice. Payment terms are also detailed on the Rental Invoice. Overdue payments attract interest at 2.5%/month from the Rental Invoice date. Published rates are set to change without notice, and do not include charges for shipping or delivery. Any discounts may be revoked at any time.

RENTAL DAYS:

The Rental Term is determined by counting each day ("Rental Day") since, and inclusive of, the day the Equipment is Delivered. Each Rental Day incurs the cost of the Rental Rate as defined in the Rental Invoice. A Rental Day applies equally to full days and part days, and accrues from the moment the Equipment is Delivered, until it is Returned, regardless of whether the Equipment was used or not. Any Equipment that is Delivered after 2PM does not incur the cost of a Rental Day. Any Equipment that is Returned before 10am does not incur the cost of a Rental Day.

CANCELLATION:

Once the Rental Agreement has been entered into, notwithstanding loss or damage, it extends until the Equipment is Returned, or a change in the Rental Term is agreed to in writing by BC Live. BC Live reserves the right to cancel any rental due to misuse, or any breach of any terms of the Rental Agreement. BC Live shall have sole discretion in determining whether a breach of the Rental Agreement has been made.

LIMITED WARRANTY:

BC Live warrants that Equipment rented is operational as per Manufacturer specifications prior to it being Delivered to the Customer. Any malfunction or problem with the Equipment must be communicated immediately in writing to BC Live. BC Live is not responsible for any malfunctions or issues reported after completion of the rental. No servicing or attempt to service is to be undertaken by the Customer, and such action will void this limited warranty. No warranty is provided for Customer's inability to operate the Equipment in accordance with Manufacturer instructions. No warranty is provided that the Equipment is suitable for the Customer's intended usage. The Limited Warranty does not apply to any issue resulting from the use outside the Manufacturer's intended and best practices usage for the Equipment. BC Live and any of its agents or assignees shall not be liable for any damages arising out of a breach of this Limited Warranty, with the exception of, in BC Live's sole discretion, replacement or repair of any defective Equipment or a refund of rent for that specific Equipment for the time it was not operational.

CLEANING FEE:

Equipment returned in an excessively messy or unorganized condition is subject to a cleaning / organization fee at the discretion of BC Live.

INSURANCE / DAMAGE / LOSS OR THEFT:

The Customer accepts the Equipment has been inspected and is in good working order when it is Delivered to the Customer. The Customer accepts liability for maintaining the Equipment in good working order and agrees to pay any and all costs relating to repair or replacement of Equipment if there is any change in the condition of the Equipment between when it is Delivered to the Customer and when it is Returned to BC Live. This applies to any situation whatsoever including but not limited to loss, theft or any natural disaster (other than what is covered in the Limited Warranty). The Customer's responsibility and liability extends until the Equipment is Returned to BC Live and paperwork indicating such status is delivered to the Customer. The Customer agrees that in the event of damage or loss, during such reasonable time as the Equipment requires to be repaired or replaced, the Equipment continues to attract the Rental Rate for the amount of Rental Days until it is Returned. The Customer agrees to maintain an insurance policy listing BC Live as Additionally Insured and Loss Payee, comprehensive enough to cover the complete duration of the rental and additional coverage in the event of loss or damage to cover the charges described herein. Such insurance must also cover the Equipment in transit, whether transported by the Customer or any third party carrier.

EQUIPMENT USAGE:

The Customer is solely responsible for maintaining the Equipment in its custody at all times. Any operation of the Equipment shall be in accordance with the manufacturer's best practices and instructions. Equipment must not be subjected to hazardous or abnormal conditions, including, but not limited to: use of the Equipment in a manner not following manufacturer's instructions and best practices, misuse (ie. Using the Equipment in a manner for which it was not designed), negligence (failing to provide adequate security for the prevention of theft or carelessness in maintaining the Equipment). Customer must not attempt to make any modifications or improvements to the Equipment without the express written consent of BC Live. No defacing, removing or altering of any identifying marks including barcodes, serial numbers or BC Live logos is permitted. Any use of Equipment must be in accordance with Federal, State and local law.

INDEMNIFICATION:

The Customer agrees to indemnify and hold harmless BC Live from and against any and all losses and/or claims, including attorneys' fees, arising out of Customer's possession, use, and/or operation of the Equipment during any time the Equipment is under the care of the Customer.

EQUIPMENT TITLE:

The Customer acknowledges that this Rental Agreement is a short-term agreement, and warrants that the Equipment remains free from any liens, levies or encumbrances. This agreement is between the Customer and BC Live, the rights of which are not transferable by the Customer. BC Live reserves the right to transfer it's rights without the consent of the Customer, and the Customer waives any right to assert a claim against BC Live as a defense against any such assignee.

INSPECTION:

BC Live reserves the right to inspect the Equipment at any time during the rental term. The Customer warrants that an authorized representative of BC Live is able to access any location and inspect any Equipment belonging to BC Live while in the possession of the Customer. BC Live has the right to remove any and all Equipment without warning or liability to Customer, and without prejudice to BC Live's right to collect rent due or accrued up to and including the date of removal of the Equipment.

GOVERNING LAW:

This Rental Agreement falls under the jurisdiction of the State of California and shall be governed by and construed in accordance with such laws. Parties to this Rental Agreement will submit to the Courts of the State of California, County of Los Angeles for all purposes related to this Rental Agreement. In any dispute arising between the parties of this Rental Agreement, the prevailing party shall be entitled to collect attorney's fees and litigation costs with relation to such dispute.

OTHER:

This agreement shall be binding on the successors and assignees of the parties, in accordance with the assignment guidelines set forth in this document. Any benefits generated from this Rental Agreement shall be assigned in the same way. If any part of this Rental Agreement shall be found to be unenforceable, that part will be severed from the Agreement and the remainder deemed fully enforceable. Any change to the Customer's information provided here such as change of phone numbers, addresses etc. that take place before the Customer has completed its obligations under this Rental Agreement must be communicated to BC Live. Any change to Customer's business office location will not affect the consideration of any notices being sent to a previous address unless such change is acknowledged in writing by BC Live. No modification of this Rental Agreement shall be valid without written agreement by BC Live. All notices required or permitted to be sent under this Agreement shall be considered sent when either delivered to the business office of the Customer or its authorized representative, or three (3) days after delivery to USPS with postage prepaid to the address listed on the most recent Rental Invoice.

ACKNOWLEDGEMENT:

By signing this Rental Agreement and accepting delivery of Equipment from BC Live, the Customer agrees to abide by all Rental Terms and Conditions as set forth by BC Live from time to time. The Customer represents that to the best of its knowledge, all information provided here is true and correct at the time of signing and for the duration required to complete its obligations set forth here. The person signing this document warrants that they are an authorized representative of the Customer, and have the authority to execute and bind this Rental Agreement, including all the terms defined within it, to the Customer.

CUSTOMER NAME:

DATE:

AUTHORIZED PERSON:

PRINT:

BC LIVE REP:

All Customers are required to maintain valid insurance for the duration of the Rental Term, and provide a current Certificate of Insurance listing BC Live Productions as 'Additionally Insured' and 'Loss Payee'. Insurance is to cover General Liability (\$2M total coverage and \$1M per instance) and Misc. Equipment Rental coverage sufficient to cover the replacement cost of the Equipment being rented plus any downtime costs due to loss and damage of Equipment as per the Rental Agreement.

BC Live Productions
7742 Clybourn Ave Suite B
Sun Valley CA 91352

Date: ____/____/____

Company (if Any): _____

I, _____, authorize the use of my credit card listed below for the rental(s) of items or services provided by BC Live Productions.

Credit Card Type:

Visa

Master Card

AMEX

Name as it Appears on Card: _____

Credit Card #: _____

Expiration Date: _____

Security Code: _____

Quote Reference#: _____

Total Amount Authorized: _____

Customer PO# (if used): _____

Billing Address on Card (including zip code): _____

Signature: _____