

CrocJaw

Rental Contract - Terms and Conditions

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you have carefully read and agree to the rental terms and conditions.*



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1. Representations, Warranties and Agreements: Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. Customer agrees as follows: (a) except as set forth in Rental Company's representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company's representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents warrants and agrees that Customer has complied and will continue to comply with all manufacturer's specifications as to the safe use of the Equipment.

2. Description of Property: The equipment ("Property") subject to this Agreement shall be the specific items of Property listed on the Equipment Schedule or Property Rental Receipt prepared by the Rental Company and given to the Customer at the time of delivery of the Property to the Customer or to a third party at the direction of the Customer. Such Equipment Schedule or Property Rental Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. It shall be the Customer's sole responsibility to determine that the Property delivered is in accordance with the Equipment Schedule or Property Rental Receipt and to notify the Rental Company immediately of any discrepancy thereon. The Rental Company shall not be responsible for any discrepancies not brought to the Rental Company's attention at the time of delivery.

3. Operation/Use of Property: Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of the Rental Company and Customer shall not deface, remove or cover any name plate showing the Rental Company's name and identification or that of the manufacturer.

4. Inspection/Warranty: Customer acknowledges that its representative will inspect and test all Equipment at the time of rental and will confirm that all Equipment is in good working order and acceptable to Customer. After such delivery and inspection, Customer acknowledges that the Property is rented without any express or implied warranty or guaranty of any kind. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such non-working Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-

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working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.

5. Risk of Loss: Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken possession of the Equipment the moment Equipment is in Customer's custody and control. In addition, if Rental Company ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Rental Company), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs. If the Property cannot be timely repaired, then the Customer shall be liable for the Rental Company's full actual replacement cost for the Property as well as the payment of all continuing rental charges until the Property is replaced and restored to rental use by the Rental Company. The decision as to whether the damaged Property shall be replaced or repaired shall be solely the Rental Company's and shall be conclusive on the Customer. If the Property is lost, stolen or seized (by a third party or government agency) while in the possession of the Customer or any agent or Sublease of the Customer, or any carrier or storage facility, the Customer shall be liable for the full replacement cost of the Property and all continuing rental charges until the replacement Property is restored to rental use by the Rental Company. The Rental Company shall be under no obligation to replace or repair Property until the Customer has paid for the damaged, lost or stolen Property. In such event, rental charges for the subject Property shall continue to accrue until the Customer has paid for the loss, stolen or damaged Property or until repairs are completed. Accrued rental charges cannot be applied against the replacement cost or cost of repair of damaged, lost, or stolen Property.

6. Delivery and Return / Missing and Damage: For purposes of this Agreement, the Customer shall be deemed to have taken "delivery" of the Property from the time the Property is set aside from the Rental Company's general inventory for the Customer's use. Customer shall be deemed to have "returned" the Property only at such time as Customer shall have returned the Property to Rental Company's return location during Rental Company's regular business hours and after the Rental Company shall have accepted the same. "Acceptance" by the Rental Company shall mean that the Rental Company shall have unpacked the Property from its shipping container, examined it for damages and individually recorded the Property into the Rental Company's system as "returned". The acceptance of the returned Property is not a waiver by the Rental Company of any claims the Rental Company may have against the Customer, nor a waiver of claims for latent or after discovered damage to the Property. The Rental Company shall provide the Customer with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned.

7. Insurance: Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. Customer shall deliver to Rental Company evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b) actual cash value for Vehicles, and (c) loss of use of the Equipment and

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Vehicles, arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above.

8. Property Insurance: Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s). **The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000.** The Property Insurance shall be primary and non-contributory coverage over Our insurance.

9. Worker's Compensation Insurance: The Customer shall, at its own expense, maintain worker's compensation employer's liability insurance during the course of the Property rental.

10. Liability Insurance: Customer shall name Rental Company as an additional insured on their liability insurance. Customer's liability insurance shall meet the following **minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate;** (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer).

11. Primary Coverage: Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect.

12. Notice of Insurance: Before obtaining possession of the Property leased, the Customer shall provide the Rental Company a Certificate of Insurance and applicable endorsements confirming each of the coverages specified above. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance company. All insurance maintained by the Customer, pursuant to the foregoing provision, shall be issued by an insurance carrier authorized to do business in the State of Oregon with a BEST rating of A- or higher. The failure of the Rental Company to demand such notice or proof of insurance shall not excuse the Customer from providing it.

13. Title: Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

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14. Terms of Agreement: Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all 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 the Rental Company. Customer agrees to return the Property on the date and time specified on the Equipment Schedule. If Customer fails to return the Property by the return date specified, Customer is liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day’s rental will be charged for any Property not returned by 10am on the due date. The rental fee payable for any item of Property shall be the Customer’s standard daily rental rate for such equipment. Customer’s standard daily rates are subject to change at any time without notice. The Rental Company may discount rates upon their discretion. Discounts may be revoked at any time.

15. Scheduling/Cancellation: A 50% deposit is needed to secure dates. A la carte items used during the rental period, any extension of time, or missing and damaged items will be billed and payable on receipt of invoices. Cancellations or postponements must be made no less than 72 hours before start date to receive refund of initial deposit.

16. Default: In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer’s premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

17. Indemnify: Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer’s breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Rental Company agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company’s negligence or willful misconduct of Rental Company, or that of Rental Company’s employees, agents, or contractors, Rental Company not having the right to rent the Equipment or Rental Company’s failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.

18. Governing Law: This rental agreement has been entered into in Washington County in the State of Oregon and shall be governed by laws of the State of Oregon, without reference to any conflicts of law principles. Customer and Rental Company agree to the State of Oregon having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

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19. Entire Agreement: Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. This signed Rental Contract and Terms & Conditions constitute the entire agreement between Customer and Rental Company. Any changes must be made in writing and agreed to by both parties.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE

Customer Representative (print name)

Title

Date: ___/___/_____

Signature

RECEIVED BY CROCJAW, the Rental Company

Date: ___/___/_____

Rental Company LLC Representative

Title

Signature