

Rental Agreement Please read these policies carefully. A signed copy of this Rental Agreement accompanied by a 50% deposit of the total rental charge is required before any equipment is scheduled for lease.

Rental Orders

- (1) Your invoice is confirmation of your rental order. Please read it carefully to be certain the pieces reserved as well as names, addresses and phone numbers are correct. Return one signed copy, with 50% deposit, to confirm your order. We accept cash, checks, Visa, Mastercard, American Express and Discover. The balance is due in full for the entire rental period when the equipment is either picked up by renter or delivered by us to the venue. No equipment shall be installed or used until payment in full has been made.
- (2) The minimum rental period is one day. Equipment must be returned to us between 8:00 and 9:00 a.m. on the day following the last day of the rental period unless prior arrangements/agreements are made. Alternate return arrangements will be printed on your invoice. If equipment is returned after 9:00 a.m. without prior arrangement an additional day of rental will be charged.
- (3) Cancellations: if cancellation of your rental order is made within 72 hours or more from your scheduled pickup or delivery date you will receive a full refund of your deposit. Cancellations made less than 72 hours from your scheduled pickup or delivery date will result in forfeiture of 50% of the deposit.
- (4) Prices are subject to change without notice.
- (5) You are responsible for damages to any rental item while it is in your possession.
- (6) You are responsible for all lamps not returned, or that are burned out while in your possession, which are supplied with projector rentals. Lamps supplied with projector rentals are either new or have minimal useage hours logged and should not burn out with appropriate use.
- (7) We do not ship any equipment nor will we accept return shipment of our equipment. Equipment must be picked up in person at our location and delivered to our location in person after the rental period according to the schedule printed on your invoice.

Terms of Liability

- (1) During the term of the rental and at all times when the equipment is in the custody of the Renter, the Renter shall maintain the equipment in good condition and repair. At the end of the rental term, the Renter shall, at its cost and expense, deliver and return the equipment to Earthluv Media, Inc. in good condition and repair. Some wear and tear on road cases and other sturdy equipment is expected and acceptable. Scratches, dents, excessive dirt and grunge etc. on sensitive/fragile equipment such as projectors and cameras, lenses and other similar equipment is not normal wear and tear and is not acceptable.
- (2) The Renter hereby assumes full responsibility for the equipment rented and agrees to compensate Earthluv Media, Inc. to the extent of the full value should any item of said equipment not be returned or be returned in damaged or broken condition, due to any cause whatsoever. Renter further agrees to compensate Earthluv Media, Inc. in rent for any time lost as a result of replacement or repairs to broken, damaged or lost equipment.
- (3) Renter assumes all risk in the use and operation of the rented equipment and shall be responsible for providing proper safety devices and equipment to safeguard users or operators of the equipment herein rented and for installation of the equipment in safe and adequate facilities, in order to comply with Federal, State and Local laws or regulations, and all industry standards.
- (4) The acceptance of the return of the rented equipment is not a waiver by Earthluv Media, Inc. of any claims it may have against the Renter, nor a waiver of claims for latent or patient damages to the equipment.
- (5) The acceptance of any rent or payment, or any portion thereof, after a default by the Renter shall not be deemed to operate as a waiver of Earthluv Media Inc.'s right to enforce the payment of rent or other payment herein provided for, or to terminate this agreement and recover possession of its equipment. The failure to insist upon strict compliance with the terms and conditions of this agreement, even after a breach of any provision or after default, shall not be construed as a waiver of any of Earthluv Media, Inc.'s rights under this agreement.
- (6) No terms, representation or warranty, expressed or implied, not herein set forth in writing shall bind Earthluv Media, Inc. Earthluv Media, Inc. expressly disclaims any implied, express or statutory warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Moreover, Earthluv Media, Inc. shall not be liable for any direct, indirect, consequential, incidental, exemplary, or punitive damages (including damages for loss of profits, performance interruption, and the like) arising out of the use or inability to use any product or equipment supplied under this invoice and rental agreement.
- (7) The Renter expressly agrees to indemnify and hold Earthluv Media, Inc. harmless from any and all claims arising out of any violation of any law, rule regulation, or order, and from any and all claims or liabilities for loss, damage or injury to persons or property of whatever kind or nature arising from the use or operation of the equipment herein rented, or from any negligence or carelessness of the agents or employees of the Renter.
- (8) All terms of liability and responsibility pertaining to rentals are also applicable to the sales of equipment by Earthluv Media, Inc. and the subsequent purchase of that equipment by the parties listed on the Invoice.
- (9) Accrued rental charges do not accrue against the purchase price of any item.
- (10) The Renter agrees to pay all reasonable attorney's fees and costs incurred by Earthluv Media, Inc. in protecting the rights of its property under this agreement, or in any action or proceeding against the Renter.
- (11) This agreement contains the entire understanding between the parties, including representation, and may not be modified except by another agreement in writing signed by both parties of this agreement.

I, Renter, understand and agree to the terms and conditions as stated in this Rental Agreement between myself and Earthluv Media, Inc.

Renter's Signature

Date

Printed Name

Invoice Number

