

Rental Terms and Conditions

These terms and conditions form part of the Rental Contract between the undersigned, (hereinafter referred to as the "Renter") and Digital Transitions, Inc. (hereinafter referred to as the "Rental Company") and apply to all the products (hereinafter referred to as the "Equipment") as set forth herein.

Insurance Requirements: The Renter is responsible at all times during the rental, to maintain in full force and effect insurance covering all equipment rented, for full replacement cost (without deductions for depreciation), and for loss of use (rents) of the equipment. Coverage must begin from the time the Renter or their agents accept delivery of the equipment and continue until the time the equipment is returned. The Renter must provide evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to the Rental Company; Renter's insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, the Renter shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Rental Contract. The Rental Company may enforce its remedies directly against the Renter without resort to the Renter's insurance.

Property Insurance: Renter's insurance shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment and all policies shall provide for 10 days written notice to the Rental Company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of the source, but in no event less than \$1,000,000.

Liability Insurance: Renter's insurance shall name the Rental Company as an additional insured on the liability insurance and the liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

Commercial General Liability: \$1,000,000 per occurrence & annual aggregate

Rented Equipment: Limits shall be sufficient to encompass all property at risk, regardless of source, (the total replacement value is included in the Rental Contract) but in no event less than \$25,000.

Equipment Test: The Renter will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order prior to leaving the Rental Company facility. The Renter is considered to have taken delivery of the Equipment and therefore assumes all risk of loss and or damage from the time that the Equipment leaves the Rental Company facility. Renter is responsible for any damage caused to equipment, property or person(s), during testing. After completing the tests, the Renter must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

Equipment Transportation: The Renter is responsible to pick up and return the Equipment at the Rental facility, during specific business hours. At the Renters request and expense, the Rental Company may arrange shipment of the Equipment to a designated location by the Renter. The Renter is responsible to designate a contact person at the destination. The Renter is responsible for all costs (transportation charges, taxes, duties, insurance and any other costs) incurred during transit The Rental Company is not responsible for shipping delays once the Equipment is delivered to the independent carrier.

Responsibility: The Renter assumes all risk of loss by taking delivery of the Equipment. This responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Renter's premises and while in use or stored. The Renter responsibility ends when the Equipment is returned and the rental term has expired. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the Rental Contract has expired.

Only duly qualified personnel appointed by the Renter and in strict accordance with the manufacturer operation guides may use the Equipment. Renter shall keep the Equipment in its sole custody and agrees not to assign or sublease all or any part of the Equipment without written consent of the Rental Company.

Restrictions: Renter agrees not to remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

No Warranty/Guaranty: Equipment is rented without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing. If the Equipment fails during normal operation, the Renter should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest

amount of time.

Computer Data: The Renter assumes all responsibility for storage, removal and archiving of all data on computer Equipment, during the term of the rental. The Rental Company assumes no responsibility for data manipulation, maintenance or retrieval, upon return the Equipment. The Rental Company will reformat all hard drives from machines, upon return, without verifying it's content.

Loss & Damages: Upon return of damaged Equipment, the Rental Company will make a determination of the extent of the damage and the required repairs. The Renter will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon the Renter. Should the Rental Company determine that the equipment must be replaced, the Renter will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

Loss, stolen or destroyed equipment: In the event that after delivery to the Renter, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, the Renter will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. In the event of any missing, lost or stolen Equipment, the Renter must notify the Rental Company and file a police report with the local authorities.

Rental Charges: The Equipment must be returned on the due date specified in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. If the Equipment is returned in damaged or non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against the Renter.

Rental charges for the damaged or non-working item(s) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested, the Renter shall advance the money in order to allow the Rental Company to repair or replace the equipment.

Terms of Payment: The terms of payment are based upon credit information supplied by the Renter to open an account with the Rental Company. Should there be any change in such information, the Renter agrees that the Rental Company may demand immediate payment without prior notice. The Rental Company will notify the Renter about the payment terms assigned to their account and will appear on each invoice generated.

Rental invoices and loss and damage invoices are payable according to the terms shown on invoice. Any discount offered or applied in the Rental Contract is contingent upon the Renter's full payment of the invoice within the specified payment terms shown on each invoice, but in any event no later than net 30 days.

Payments due for 31 days or more shall be considered past due and the Rental Company will not honor the discount initially offered or applied in the Rental Contract. A past due or late charge may be assessed, which you are expected to pay directly to the Rental Company.

If the Rental Company places the account in the hands of an attorney or other agency for collection, the Renter agrees to pay reasonable collection costs, attorney fees and court costs.

Recurrent Credit Card Payment: If the Renter provides a valid credit card account to be kept on file, all the charges for the rental contract will be automatically charged and a receipt for the transaction shall be mailed with the corresponding invoice. A separate document must be completed, according to the merchant company guidelines.

Rental payments do not apply to the purchase price of any equipment.

Cancellation Penalties: The Rental Company shall be entitled to compensation, not to exceed the rental contract face amount, for any losses the Rental Company may sustain because of Renter's cancellation of all or part of an order. In the event of cancellation within 12 hours prior to pickup time for daily or weekly schedule, cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment on the Renter's behalf. The penalty will be equivalent to 25% of the rental contract face amount.

Refund Policy: If the Renter returns equipment prior to the schedule due date, an in-house rental credit may be created,



equivalent to 50% of the balance for the remaining time according to the original contract dates. That credit will be valid for up to 60 days.

Rights: Renter's insurers shall agree that the rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by the Renter, other than non-payments of insurance premiums.

In the event the Renter fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide the Rental Company upon request with satisfactory evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and you shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

Title & Ownership: The Renter specifically acknowledges the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. Renter may not assign or pledge the Equipment.

Inspection: The Rental Company shall have the right to inspect the Equipment at any time during the rental term. The Renter shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to the Renter, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

Indemnification: The Renter agrees to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

Miscellaneous: The Rental Contract shall be deemed to have been made in the County of New York, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York. If the Renter is a Corporation, the person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation.

The signed Rental Contract and these Terms & Conditions constitute the entire agreement between the Renter and the Rental Company. Any changes must be made in writing and agreed to by both parties.

RENTER

Name: _____

Company: _____

Address: _____

City, ST, Zip: _____

Renter or Authorized agent. – Approval Signature