



RENTAL AGREEMENT

THIS ORDER IS SUBJECT TO TERMS AND LIMITATIONS OF LIABILITY on ACTION AUDIO & VISUAL INC. stated BELOW and on the REVERSE SIDE of this instrument, all of which are incorporated as part of and constitute our AGREEMENT:

1. ACTION AUDIO & VISUAL INC. agrees to rent to Lessee (CUSTOMER) and CUSTOMER hereby agrees to rent from ACTION AUDIO & VISUAL INC. the Equipment listed on the reverse side of this agreement, or on any attached Change Order hereinafter with all replacements, additions, and accessories, referred to as the "Equipment". ACTION AUDIO & VISUAL INC. shall at all times retain title to the Equipment. CUSTOMER shall at all times keep the Equipment free from any legal process or encumbrance whatsoever.

2. CUSTOMER has made his own selection of AUDIO/VISUAL & COMMUNICATIONS Equipment, regardless of any suggestion or recommendations of ACTION AUDIO & VISUAL INC., and CUSTOMER understands and agrees that none of said Equipment is warranted or represented by ACTION AUDIO & VISUAL INC. as fit for any particular purpose, or for any purpose whatsoever, and ACTION AUDIO & VISUAL INC. makes no representations or warranties of any kind with respect to the performance or operation of any such Equipment. CUSTOMER assumes the entire responsibility that the Equipment selected is the kind CUSTOMER needs for CUSTOMER'S own intended use and purposes.

3. CUSTOMER acknowledges that he/she has been given the opportunity to inspect and test all the Equipment listed herein at the time of rental, and CUSTOMER agrees that he/she will re-inspect and test all such Equipment prior to the commencement of each occasion and use thereof, and the CUSTOMER agrees that ACTION AUDIO & VISUAL INC. has made no warranties or representations EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE, as to the condition, performance, operation, fitness for any use, usability, or any other matter. CUSTOMER acknowledges that CUSTOMER has received all Equipment in good workable operating condition; mechanically, electrically, aesthetically and in all other respects.

4. In no event shall ACTION AUDIO & VISUAL INC. be responsible for any claims by CUSTOMER for alleged loss of profits, damages, expenses, claimed to have arisen out of CUSTOMER'S use of the said equipment, or for any delays or any other reason. It shall be the duty of the CUSTOMER to notify ACTION AUDIO & VISUAL INC. immediately of any claimed defect or non-function in any of the Equipment herein and it shall be the duty of the CUSTOMER to check constantly the product produced as it is produced by him. Provided notice of the claimed defect is given to ACTION AUDIO & VISUAL INC. immediately upon the holding of the required test by the CUSTOMER, and provided the said Equipment is returned to ACTION AUDIO & VISUAL INC. for inspection by ACTION AUDIO & VISUAL INC., and provided there is a defect or non-function as claimed by the CUSTOMER, and provided said defect is determined by ACTION AUDIO & VISUAL INC., in its sole judgment, to have occurred before the Equipment had left the premises of ACTION AUDIO & VISUAL INC., and provided that ACTION AUDIO & VISUAL INC. in its sole judgment determines that said defect was not caused by any act of the CUSTOMER or its employees or agents, then ACTION AUDIO & VISUAL INC. shall have the option of substituting other like Equipment in exchange for the returned Equipment, or of canceling this agreement and recalling all Equipment. The rental charges for all of said Equipment so returned to and accepted by ACTION AUDIO & VISUAL INC. shall be abated from the time of acceptance of such return. In the event ACTION AUDIO & VISUAL INC. substitutes replacement Equipment, rental charges thereon shall begin to run as of the delivery by ACTION AUDIO & VISUAL INC. of such Equipment. The provisions of this paragraph shall be the only recourse of CUSTOMER for claimed defects of any piece of Equipment.

5. CUSTOMER shall, at his own expense, during the term of rental, keep and maintain, in his own custody at the aforesaid address, the specified AUDIO/VISUAL & COMMUNICATIONS Equipment in good condition and repair, and shall at the termination of the rental replace the said AUDIO/VISUAL & COMMUNICATIONS Equipment as it may be lost, stolen, missing, broken, or damaged with current replacement cost plus 10 percent (10%) administration fees and shall pay to ACTION AUDIO & VISUAL INC. compensation on account thereof. CUSTOMER agrees to be an insurer of the AUDIO/VISUAL & COMMUNICATIONS Equipment for the period that the AUDIO/VISUAL & COMMUNICATIONS Equipment is away from the premises of ACTION AUDIO & VISUAL INC. against any loss whatsoever and to assume full responsibility for the AUDIO/VISUAL & COMMUNICATIONS Equipment and all Equipment rented, and also agrees to compensate ACTION AUDIO & VISUAL INC. for full value should such Equipment be lost, stolen, missing, broken, or damaged for any cause whatsoever, whether or not due to the fault of CUSTOMER. CUSTOMER also agrees to notify ACTION AUDIO & VISUAL INC. within forty-eight (48) hours of CUSTOMER'S having knowledge that the Equipment is lost, stolen, missing, broken, or damaged; and no returns of lost, stolen, missing, broken, or damaged Equipment will be accepted by ACTION AUDIO & VISUAL INC., after thirty (30) days from date of such notification have elapsed. CUSTOMER further agrees to compensate ACTION AUDIO & VISUAL INC. for additional rental days accrued for any time lost (downtime) as a result of said Equipment being unavailable to rent to other Customers, the need for replacement, or the need for making repairs on such AUDIO/VISUAL & COMMUNICATIONS Equipment. CUSTOMER shall, at his own cost and expense, but for the benefit of ACTION AUDIO & VISUAL INC., immediately insure the said Equipment, naming ACTION AUDIO & VISUAL INC. as Loss Payee and Additional Insured, for the full value against loss or damage by fire, theft, water, or act of God, to a qualified, reputable insurance company, and shall deliver said policy to ACTION AUDIO & VISUAL INC. together with the respect for premiums thereunder. If ACTION AUDIO & VISUAL INC. by reason of such insurance shall receive any monies, they may be retained and applied by it toward repair or replacement of said AUDIO/VISUAL & COMMUNICATIONS Equipment or they may remove the damaged AUDIO/VISUAL & COMMUNICATIONS Equipment and substitute a new AUDIO/VISUAL & COMMUNICATIONS Equipment of the like kind and quality which shall be subject to all the provisions herein.

6. CUSTOMER agrees that the leased property herein will not be taken from the ground in a machine used for air travel without written consent of ACTION AUDIO & VISUAL INC. in advance, nor shall renter remove any equipment from the address aforesaid without notification to ACTION AUDIO & VISUAL INC. in writing and consent from it in writing. ACTION AUDIO & VISUAL INC. may at all reasonable times enter premises where said AUDIO/VISUAL & COMMUNICATIONS Equipment is kept to view the state and condition thereof. CUSTOMER shall not under lease, permit others to use or loan said AUDIO/VISUAL & COMMUNICATIONS Equipment to any

other person or production company, and it shall at all times remain under the immediate control, supervision, and direction of CUSTOMER personally. CUSTOMER agrees not to remove or cover the tag or nameplate on the AUDIO/VISUAL & COMMUNICATIONS Equipment showing ownership of ACTION AUDIO & VISUAL INC.

7. In the event that ACTION AUDIO & VISUAL INC. has provided or referred an INDEPENDENT CONTRACTOR or EMPLOYEE to perform professional audio services for CUSTOMER, ACTION AUDIO & VISUAL INC. will not be liable or responsible for any action, conduct, mishap, or loss or damage that may be caused by INDEPENDENT CONTRACTOR or EMPLOYEE thereof. In the event that the INDEPENDENT CONTRACTOR or EMPLOYEE transports Equipment from the ACTION AUDIO & VISUAL INC. premises to the CUSTOMER'S job location or office, or from the job location or office to the ACTION AUDIO & VISUAL INC. premises, the CUSTOMER agrees to be an insurer of the Audio/Visual and Communications Equipment for the period that said equipment is away from the premises. CUSTOMER agrees to accept full responsibility for the Audio/Visual and Communications Equipment and agrees to compensate ACTION AUDIO & VISUAL INC. for full value should such Equipment be lost, stolen, missing, broken, or damaged for any cause whatsoever, whether or not due to the fault of CUSTOMER or INDEPENDENT CONTRACTOR or EMPLOYEE of ACTION AUDIO & VISUAL INC.

8. The AUDIO/VISUAL & COMMUNICATIONS Equipment herein shall be delivered and returned by CUSTOMER at his own risk, cost, and expense. Rental charges will accrue for all Equipment checked out by CUSTOMER or CUSTOMER'S agent from the moment Equipment leaves the ACTION AUDIO & VISUAL INC. premises until the moment of return to the ACTION AUDIO & VISUAL INC. premises. Full payment must be received in advance for the full period of the rental term and for any extended days. No allowance will be made because any part was not used by CUSTOMER. If CUSTOMER shall default in any of the conditions herein, or in punctually making any of the required payments, or if any execution or writ or process shall be issued in any action or proceeding against CUSTOMER, whereby said AUDIO/VISUAL & COMMUNICATIONS Equipment may be seized, taken, or distained, or if proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against CUSTOMER or his property or if CUSTOMER shall enter into any arrangement of composition with his creditors or if any judgment is obtained against CUSTOMER by anyone, then in such event, ACTION AUDIO & VISUAL INC. shall at its option retake immediate possession of such Equipment and ACTION AUDIO & VISUAL INC. may enter upon any premises where such Equipment may be located and may remove it there from without notice or express permission, free from liability to CUSTOMER who herewith consents in advance to such acts. Upon ACTION AUDIO & VISUAL INC. taking possession aforesaid this agreement shall terminate with prejudice to liability of CUSTOMER to ACTION AUDIO & VISUAL INC. for arrears of rent or for any preceding breach or breaches of this agreement or for the rental for the balance of the unexpired term herein or for any other reason.

9. CUSTOMER does herewith grant ACTION AUDIO & VISUAL INC. an option to terminate this agreement on twenty-four (24) hours written notice by registered mail, e-mail, or personal service whereupon CUSTOMER shall immediately return to ACTION AUDIO & VISUAL INC. at CUSTOMER'S risk, cost, and expense the Audio/Visual & Communications Equipment in the same condition as when first rented, and ACTION AUDIO & VISUAL INC. shall upon receipt thereof refund the unexpired portion of any rental pre-paid by CUSTOMER, less all claims of ACTION AUDIO & VISUAL INC. and the foregoing may be with or without cause. CUSTOMER hereby agrees to pay all reasonable attorney fees and cost incurred by ACTION AUDIO & VISUAL INC. in protecting its rights under this agreement or in any action against CUSTOMER for a breach thereof. Acceptance by ACTION AUDIO & VISUAL INC. of the return of the rented AUDIO/VISUAL & COMMUNICATIONS Equipment shall not be a waiver by ACTION AUDIO & VISUAL INC. of any claim it may have against CUSTOMER under this agreement or for latent or patent damage to AUDIO/VISUAL & COMMUNICATIONS Equipment.

10. Unless otherwise stated, payment due as billed immediately upon receipt of billing covering rental and purchasers up to date of bill. Failure to pay any bill in full within forty-eight (48) hours, or failure to pay any sum within forty-eight (48) hours after due, shall entitle ACTION AUDIO & VISUAL INC. to re-take possession of all Equipment without notice, without demand, by all legal means available.

11. This agreement contains the entire understanding between the parties hereto including representations and may not be modified except by instrument in writing signed by both parties hereto. No terms, representation, or warranties expressed or implied not herein set forth in writing shall bind ACTION AUDIO & VISUAL INC.

12. Once an order is confirmed by CUSTOMER and a deposit has been received, a cancellation fee may apply at the discretion of ACTION AUDIO & VISUAL INC. if twenty-four hour notice has not been given prior to the scheduled date and pick-up time.

NOTICE: THIS EQUIPMENT MAY CAUSE INJURY OR PERMANENT DAMAGE TO YOUR HEARING IF USED IMPROPERLY. CUSTOMER UNDERSTANDS THE EQUIPMENT IS USED AT THEIR OWN RISK AND ACTION AUDIO & VISUAL INC. HOLDS NO RESPONSIBILITY OR LIABILITY WHATSOEVER

I agree to the terms & conditions stated on both sides of this form:

Signature: _____ Date: _____

Printed Name: _____