



2018 Rental Agreement Form

www.TalkingCircleMedia.com

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This Contract agreement is by and between Talking Circle Media and the Renter /Contract Payee listed below. It is in effect immediately upon signing and shall remain in effect for perpetuity or until cancelled by Talking Circle Media. Renter may also cancel this contract by requesting in writing that it be cancelled at which point it shall be cancelled upon return of any and all equipment rented from Talking Circle Media and payment of any and all outstanding invoices, damage and loss.

Section One: Renter Information

Renter Name: _____
Main Contact Person: _____
Phone Number: _____
Mobile Phone Number: _____
Fax Number: _____
Email Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____
DL or Bus. Lic. # & State: _____

Section Two: Contract Payee Billing/Cardholder Information

Name: _____
Main Contact Person: _____
Phone Number: _____
Mobile Phone Number: _____
Fax Number: _____
Email Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____
DL or Bus. Lic. # & State: _____
Require PO numbers to order: _____

Section Three: Credit Card Information

- I will bring in the card & picture ID when picking up.
- I will email in the front and back of the card & picture ID.
- I will pay by Certified Check. (Bounced checks will be charged to this credit card along with a \$25 returned check fee.)

Card Number: _____
Card Type: _____
3 or 4 digit CVV#: _____
Expiration Date: _____
Actual Cardholder Signature: _____

Required for all new accounts, regardless of payment method. If you pay by check we may put an authorization on Your credit card for final payment unless prior arrangements are made. If your credit card is tied to a bank account, it will take the funds away from your available balance, and could overdraft your account. I understand and agree that in the event that Talking Circle Media needs to charge the following credit card in accordance with this rental agreement, they will and may do so.

Section Four: Keeping Info on File

Choose One:

___ Renter is allowed to create future orders w/ this info.

Agreement Good Until: _____

___ The billing/card information is for this order only. Future rentals will require a new contract.
Renter is the default claims/loss/damage (L/D) contact unless otherwise specified. Billing contact is the default accounting contact unless otherwise specified.

Section Five : Additional LONG TERM CONTACTS

Name/Title: _____ Mobile Phone Number: _____
OK to Pickup _____ OK to Add to Order L/D Contacts _____

Name/Title: _____ Mobile Phone Number: _____
OK to Pickup _____ OK to Add to Order L/D Contacts _____

Name/Title: _____ Mobile Phone Number: _____
OK to Pickup _____ OK to Add to Order L/D Contacts _____

Name/Title: _____ Mobile Phone Number: _____
OK to Pickup _____ OK to Add to Order L/D Contacts _____

Section Six: Terms & Conditions

PLEASE READ & UNDERSTAND THOROUGHLY

Pickup Times/Late Charges: Unless otherwise agreed to, pickups take place after 3pm the business day before your rental and must be returned before 10am on the business day after your rental. Anything not returned before it is due shall be billed for at the current rates until returned.

Shipping: Unless otherwise agreed to and noted on the invoice by Talking Circle Media, all shipping(billed at cost from carrier company), handling(packing fees), delivery(fees required to bring rental items to carrier company) and customs charges are the responsibility of Renter. We suggest shipping with at least 24-48 business hours before equipment is needed. All equipment is thoroughly tested and operated before shipment. Air handling can be very hard on equipment and to tally out of our control. In the event of malfunction, the renter is still responsible for transportation and rental costs. Renter assumes possession of the equipment and all risks and expenses for any shipment once the equipment has been consigned to a carrier, or carriers agent, if not specified by the Renter, Talking Circle Media will determine which carrier to use. Talking Circle Media is not liable in any way for the loss, damage, delay or costs arising from the shipment.

Return of the equipment: The acceptance of the return of rented equipment is not a waiver of claims that Talking Circle Media may have against the Renter, nor is it a waiver of claims for latent or patent damage to the rented equipment.

Title/Liability: At all times, the sole title of ownership and all rights attached to the ownership to the equipment remains in the name of the Talking Circle Media. Talking Circle Media is not liable for any loss, damage or injury caused by leased equipment. The Renter hereby indemnifies and holds harmless Talking Circle Media, its agents and employees, from any claims, including legal fees, that might arise from the leased equipment, and the Renter assumes all liability for any such claims.

Bankruptcy, Default & Right of Entry:

In the event that the Renter fails to make payment when due or enters into a state of insolvency, bankruptcy or receivership, or allows the necessary insurance coverage to lapse, this Renter will be in default. Talking Circle Media may terminate this lease and repossess the equipment without prior notice to the Renter or to any receiver, trustee, and assignee for the benefit of creditors or levying officer. The owner or it's agent may lawfully enter at reasonable times the premises wherein the equipment resides for the purpose of inspection or repossession without liability for trespass or damage that may occur upon such entry.

Past Due accounts:

All past due accounts are subject to a service charge of 1.5% per month (18% annum).

Pricing & Availability: Pricing & availability is subject to change without notice and is not guaranteed. Rentals are not reserved until this rental contract and paid deposit, or a rental extension with valid billing information is received. At that point we will reserve the agreed upon equipment for your rental. We always make our best efforts to please our customers and assure that your equipment is available and in working condition for your pickup. However, in the rare event that an unforeseen circumstance prevents us from providing the reserved equipment for the scheduled pickup, we will make our best efforts to provide the equipment through another vendor, upgrade your equipment with approval or refund any payment for missing equipment.

Inspection/Warranty: Inspect your equipment thoroughly. As soon as Renter, Renter's agent, common carrier or carrier's agent, removes any equipment from our place of business, the Renter takes possession of the equipment. By taking possession, you agree that it is in full working, undamaged condition unless noted on your signed invoice. Our sole liability, if any, for furnishing the wrong, incomplete, or defective equipment to the Renter is limited to a rebate of the rental charged hereunder for such equipment. We are fair, but Talking Circle Media is sole judge of the equipment in question, and we alone decide if the equipment was wrong, incomplete, or defective. No terms, representation or warranty, expressed or implied, are binding on the owner unless set forth herein in writing.

Loss & Damage: Renter is liable for any and all loss and damage to the rented equipment other than normal wear and tear while it is in its possession. These standards are set solely by Talking Circle Media. Renter is responsible for the full replacement cost for any equipment lost, stolen or damaged beyond repair. Replacement cost is current price for new equipment. Talking Circle Media alone determines whether equipment should be replaced or repaired. All repair costs are the responsibility of Renter. Talking Circle Media shall choose the method and provider of repair parts and services. Equipment that is lost or stolen will be charged rental until such time that we are notified. At that time the Rental will stop and replacement charges will be added. Lighting globe burnouts must be paid for unless a "Globe Burnout Waiver" is paid for on your invoice. All burned out globes must be returned to Talking Circle Media. Rental fees will not apply toward loss and damage charges.

Deposit/Cancellation: We generally require a 50% deposit to hold your rental date. Should you cancel your rental, the deposit is non-refundable, but it is applicable to a future rental. Such cancellations require at least 24-hours notice for all rentals scheduled in advance to qualify the deposit for application to future rentals.

Litigation: Any litigation that might arise per this rental agreement will be held in Municipality of Anchorage, Alaska and Renter consents in jurisdiction thereof. In the event of any dispute regarding this rental agreement, the owner has the right for full reimbursement of attorney's fees and court costs in addition to other recovery.

Assignment and Subletting: Renter will not assign, transfer or sublet its rights under this rental agreement, and will not pledge, mortgage, or encumber the rented equipment in any way. The Renter may not remove or cover any name plates, tags or serial numbers that identify the equipment as belonging to the Talking Circle Media. The Renter will allow only qualified employees or agents to operate the equipment in the manner for which it is intended.

Unlawful Acts: The Renter will not permit the rented equipment to be used in violation of any federal, state or municipal laws or regulations, and holds Talking Circle Media harmless from any fines, penalties or forfeitures that may result from an unlawful act. If a public authority confiscates the equipment for any reason, the Renter will be liable for continued rental charges, or replacement charges if necessary, until the equipment is returned to Talking Circle Media.

Privacy Policy: Talking Circle Media uses your information only for the purpose of providing its rental services to you. All information shall only be shared within its organization, with its agents, contractors and employees as needed.

Original Document: A facsimile, photocopy or scanned image of this document shall be considered as true as the original and shall remain in full effect.

Refunds and Replacements: Though not required in any way by this contract, we do our best to make our customers happy. Please help us do that. A call and message must be left on our emergency line (call our main phone number 24/7 to be connected) and we must have an opportunity to resolve any problems and/or offer the refund. All equipment must be inspected with requesting party upon return and/or exchange.

Section Seven: Terms & Conditions, Insurance Rider

THIS RIDER AMENDS ANY OTHER CONTRACT TERMS TO THE CONTRARY BETWEEN THE PARTIES.

Renter agrees to indemnify and hold harmless Talking Circle Media, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees (collectively "Liabilities") arising out of, connected with, or resulting from the rental

or use of any equipment or vehicles by Renter or other third party prior to the return of the equipment or vehicle to Talking Circle Media, or the employment of any personnel provided by Talking Circle Media, however, Renter shall have no obligation to indemnify and hold harmless Talking Circle Media for Liabilities arising solely out of Talking Circle Media's negligence or for the intentional or wanton misconduct of any personnel provided hereunder.

In addition to the above, Renter shall, at his/her own cost and expense, secure and maintain insurance specified below. Renter acknowledges that a failure to purchase/maintain the insurance specified below shall be considered a material breach of this agreement:

- 1) Renter shall maintain All Risk Property Insurance providing coverage to replace the equipment rented from Talking Circle Media without a reduction for depreciation (Replacement Cost coverage), and Talking Circle Media shall be added as Loss Payee relative to such equipment. Policy coverage territory is to be "Worldwide"; and
- 2) Renter shall maintain Commercial General Liability insurance in an amount of no less than \$1,000,000 Limit Each Occurrence, for Bodily Injury and/or Property Damage and \$1,000,000 Personal Injury. Talking Circle Media shall be added as an additional insured as respects to Renter's use of any of the Talking Circle Media's equipment.
- 3) If renting a vehicle, Renter shall maintain Business Automobile Liability Insurance on Non-Owned, Hired, Loaned or Donated Automobiles in an amount of no less than \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury and/or Property Damage. Talking Circle Media shall be added as an additional insured as respects to Renter's use of any of Talking Circle Media's vehicle(s). This policy shall also provide Actual Cash Value Comprehensive and Collision coverage's as respects to any Non-Owned, Hired, Loaned or Donated Automobiles of Renter and Talking Circle Media shall be named as Loss Payee as respects any such vehicle(s).
- 4) If Talking Circle Media's equipment and/or vehicle(s) leaves the United States, Renter's policy must include worldwide territorial limits and Renter shall maintain Statutory Worker's Compensation Insurance in accordance with the States or Countries of operation, including Employer's Liability Coverage, with disease, with a minimum policy limit of \$1,000,000; with a minimum repatriation limit of \$50,000 each person; territory is "worldwide."
- 5) Further Insurance Requirements for Renter:
 - a) Each of the above policies shall be endorsed to provide for (30) thirty days prior written notice to Talking Circle Media of any cancellation or material change in coverage;
 - b) Each policy must further stipulate that the coverage's provided are primary and non-contributory with any insurance maintained by Talking Circle Media;
 - c) All insurance required to be carried by Renter shall be issued by reputable and independent insurers having a Best's Rating of "A" and a "Financial Size Category" of at least XII or if such ratings are not in effect, the equivalent thereof.
 - d) Renter insurance coverage must be in force at time of rental. It is agreed that Renter's insurance, including all requirements herein, shall commence at the time any of Talking Circle Media's equipment and/or vehicle(s) leaves Talking Circle Media's premises and shall remain in full force and effect until the equipment and/or vehicle(s) are returned to the Talking Circle Media's premises, (unless it is stipulated that such equipment and/or vehicle(s) are to be returned to a specific location other than the Talking Circle Media premises, in which case, the insurance shall cease upon return of the equipment and/or vehicle(s) to the specifically agreed location).
 - e) Certificate of Insurance. Renter shall provide a Certificate of Insurance confirming the existence of the above insurance prior to any equipment and/or vehicle(s) leaving the Talking Circle Media's premises, in a form satisfactory to Talking Circle Media.
 - f) Foreign use and Shipment.
 - i) Talking Circle Media will not ship any rental equipment for a Renter, or to a Renter, outside the continental United States of America.
 - ii) All out-of-country shipments must be agreed upon between Renter and Talking Circle Media, and the following terms and conditions acknowledged and agreed to in advance:
 - (1) Talking Circle Media will only ship through an established Customs Broker contracted by the Renter.
 - (2) Customs Broker is to register the equipment with United States Customs, using U.S. Customs Form 4455, prior to the equipment leaving the United States. A certified copy of the registration form must be returned to Talking Circle Media., or Customs Broker will arrange a carnet through the United States Council of International Chamber of Commerce, stipulating that the Renter: "shall (1) return the said products described in the Carnet to the United States, or (2) pay such customs duties, excise taxes, and/or charges which, may be imposed by any country for it's failure to return said products". A certified copy of the Carnet must be returned to Talking Circle Media.
 - (3) Talking Circle Media will provide an itemization of all equipment, listing: brand name; country of manufacture; item serial numbers; and replacement value.
 - (4) All brokerage and shipping charges are to be borne by the Renter, and prepaid prior to shipment.
 - (5) Returning shipments should be consigned to the originating Customs Broker for clearance and re-entry into the United States. In no case is the equipment to be shipped directly back to Talking Circle Media. Returning shipments should contain instructions to the Customs broker regarding the disposition of the equipment after clearing U.S. Customs (i.e.: deliver equipment to Talking Circle Media, or to Renter's address).

f) Foreign use and Shipment. Continued...

(6) Renter agrees to prepay all shipping and brokerage charges, and indemnify and hold harmless Talking Circle Media against any loss caused by its failure to return the equipment, including "Loss of Use" of said equipment.

(7) Renter acknowledges that rental charges are accrued daily, including time in transit and the time the equipment may be in the hands of the designated Customs broker, or United States Customs Service.

(8) Renter acknowledges and agrees that United States Import Duty may be levied in foreign made goods, even though the above procedures are followed.

(9) Renter agrees to indemnify Talking Circle Media against any and all charges, including customs duties, excise taxes, brokerage fees, and shipping costs. Failure or delay of Talking Circle Media for any reason, or for any length of time, to exercise any of its rights under this Rider or to insist upon compliance with any or all provisions of this Agreement shall not constitute waiver thereof in whole or in part. Renter further agrees that it will indemnify Talking Circle Media for any and all costs, legal expenses or other charges incurred by Talking Circle Media in enforcing the terms of this Rider.

Section Eight: Understanding the Rental Process

IMPORTANT! YOU MUST READ AND INITIAL EACH OF THESE

_____ We are here to be fair and helpful, but any refunds for missing or faulty equipment must meet the following Criteria: 1. A call and message to our emergency line must have been made and an opportunity given to us to help you. 2. The refund request must be made before or upon return with authorized parties available for discussion and equipment evaluation.

_____ Renter agrees not to remove, cover, deface or otherwise obscure or alter any tag, nameplate or marking on Equipment designating Talking Circle Media's ownership of Equipment. Markings indicating Talking Circle Media's ownership include but are not limited to "Talking Circle Media", "TCM," "Connections", "Conx" and "C" in either engraved or written form. Client further agrees not to paint, repaint or mark Equipment in any way to indicated identification of Client or any other entity.

_____ I understand that, in order to insure a trouble-free rental, I need to send qualified personnel to pick up equipment. They will thoroughly test everything on my orders. If they don't understand how to test or use the equipment, they will let Talking Circle Media staff know, and wait for an opportunity to be walked through the equipment to test that everything works, and works well together, as needed and expected. Failure to do this may result in problems while on set, and such problems could have been avoided with proper testing.

_____ If I need Talking Circle Media to help outside normal business hours, help will be provided 24/7 at no charge, ASAP via best efforts for equipment that became faulty on the project through no fault of the Renter. However, for all other help requests, an after-hours charge will likely be incurred. Warning will be made before any charges are incurred.

_____ Unless otherwise agreed to ahead of time, pickup times are after 3pm. Equipment is due back by 10am on the return day. I will begin incurring late charges if my equipment isn't back by noon.

_____ Missing or late return items must be charged rental charges until returned. After one week from the return date, unless the rental of those items is extended, they will be considered Lost, and charges for replacement will be made. Loss, damage and late return charges will be automatically charged within 7 days of notification, or upon final determination of damage/replacement costs. The charges will be made to the credit card on file unless other arrangement has been made.

_____ Equipment is offered for pickup the day before the actual shoot day to allow proper time for testing at Talking Circle Media and further testing on location or otherwise, prior to the actual production. This early pickup day is offered for at no additional charge, for that reason. I understand that I should not be shooting the day of my pickup. This is another cause of many on-set problems and can be avoided with proper planning. Pickups can sometimes go slower than anyone would like, so I won't be rushing to get to set to start shooting the same day without knowing the likelihood of lateness and problems, and I take full responsibility in those situations. I have the authority to execute this contract. I have read, understand and agree to everything in it. I duly execute it as of the following date.

RENTER: _____ DATE: _____
SIGNATURE: _____ TITLE: _____

Discounts Available: A 20% discount is available for multi-week orders. An additional 5% discount on any order is available if you meet the following criteria: 1. Naming Talking Circle Media as an equipment provider. 2. You provide a copy of your project to Talking Circle Media showing our logo in your end credits. 3. Your order is pre-approved for this discount. Please request this when placing your order.