



A I R S E A L A N D P R O D U C T I O N S I N C .

RENTALS TERMS & CONDITIONS

All prices are daily rates unless indicated otherwise. Weekly rates and monthly rates are available upon request. Minimal rental period is one day. Rental charges start on the day the equipment is picked up prior to 4 p.m. After 4 p.m. the rental will start the following day. All rentals terminate at 10 a.m. the day following the rental. All returns made after 12 p.m. will be subject to an additional days' charges unless other arrangements have been made.

All equipment is thoroughly inspected, cleaned, and in good working condition when it leaves ASL Productions Inc. All equipment leaves ASL with a package or checkout list. The package/checkout slip must be completed properly by lessee prior to return of equipment. Lessee is solely responsible for any and all equipment described on the packing lists. The Lessee agrees to examine and test the equipment prior to utilization. **Equipment problems must be reported immediately in order to be considered for adjustment or repair.** Adjustments will not be made to an invoice for problems reported after termination of rental. ASL will determine the validity of all claims in its sole discretion.

Rental prices do not include transportation. The **customer pays** all transportation costs including parking, tolls, fuel, and extraordinary expenses. Expense reimbursements will be totaled on the lessee's invoice and are to be paid at the same time invoice is tendered. Charges for ASL vehicle delivery and pick up are determined by location, time of day, and quantity of equipment. (Delivery/Return fee is \$100 unless otherwise specified). Vehicles are equipped with onboard AC generators and cell phones. Use of said items by lessee are subject to additional charges.

If the equipment must be shipped to a location, then it is up to the client to make all shipping arrangements and to provide us with all the necessary details – shipping name & address, shipping account number and shipping service. We are not responsible if incorrect shipping information is supplied to us, or if a specified shipping service is not available for the specified shipping address, thus causing a delay in receiving the rental.

If the equipment is delivered and returned through a shipping service, the rental begins as soon as the shipping service takes possession of the equipment and ends upon delivery of the equipment to ASL's office only. Any delays due to the shipping service are not the responsibility of ASL and will not reduce the number of days of rental. A standard daily rate will be added to the final invoice for each day that the equipment is late.

All lessees must open an account with us by providing a valid company credit card and bank and billing information. All first-time lessees understand that their credit card will be authorized for the amount of rental, and for the replacement value of the equipment if insurance is not provided, and that their invoice will be due upon receipt. At the end of the rental, lessee will have the opportunity to pay by check within 10 days. For future rentals, lessee will be net 30. **Unpaid invoices that are past due will be charged the current rate of prime plus 1% of the total invoice due for each month lapsed. Payments due for rentals are, at all times, independent of the customer's dependence on performance by any other parties in relation to this contract.**

ASL requires that a valid credit card number be held on file with the account. In addition, any charges over a thousand dollars will be charged a processing fee of 2.4% for MasterCard/Visa and 3.5% for American Express. Lessee hereby acknowledges and accepts that should payment on any invoice be 10 or more days late, Lessee's credit card will be charged the full amount, plus any late interest charges due, a processing fee, and all discounts will be voided. Any insurance deductibles for repair/replacement of ASL equipment will be charged to credit card as well.

any action to collect balances of unpaid invoices or payments due from any contract. Lessee is liable for any bank fees due to bad checks.

The Lessee assumes full responsibility for all rented items in their care and custody, whether an ASL employee is operating said equipment or not, and agrees to compensate ASL for the full replacement value should said equipment be lost, stolen, broken, or damaged by any cause whatsoever. Should the equipment be damaged, stolen or otherwise not returned to ASL in full working order, Lessee is considered to still be renting the equipment and shall remain liable for any losses ASL sustains for the entire period until ASL is made whole.

Lessee acknowledges that he/she has an understanding of the basic operating procedures for each piece of equipment, and further acknowledges that ASL is relying on such representation. Lessee further understands and acknowledges that the equipment is leased "as is." Any modifications, alterations, changes or additions to the equipment may affect the performance of the equipment and affect the use for which it was originally intended. ASL is not responsible and will not be liable for any accident, damage, personal injury caused by equipment that has been modified, altered, or in any way changed from the manner in which it was leased.

We can provide a review of the equipment package upon pick up. Skilled technicians are available for your set up and operational needs. **ASL may deem an operator or technician necessary, depending upon the specifications of the proposed job.** Lessee further acknowledges that if the equipment is rented without an ASL certified technician or operator, Lessee is hereby responsible for the repair and/or replacement of any damaged equipment as so determined by ASL.

Lessee further agrees to compensate ASL for costs incurred in the cleaning and maintenance of the equipment necessarily caused by use of the Lessee in inclement weather.

Single-day job cancellations are subject to a fee of 50% of the equipment rental if cancellation is received within 24 hours prior to the first hour of the rental date. Multi-day day job cancellations are subject to a fee of 50% of the equipment rental if cancellation is received within 72 hours prior to the first hour of the rental date. All expenses incurred by ASL in connection with such cancellations shall be paid in full by the Lessee.

All lessees are required to provide proof of insurance for all equipment. **Lessee hereby authorizes ASL to charge lessee's credit card account with the amount of any insurance deductible, in case of loss or damage for which lessee has insurance coverage.** Please see separate page annexed regarding insurance requirements.

All prices and specifications are subject to change without notice. **Any discounts will be voided if an invoice is not paid within 45 days.** Additional terms and conditions are listed on the Customer Estimate or Invoice and insurance page.

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. **This agreement will remain in effect for perpetuity.**

Any party signing this agreement on behalf of the Lessee represents that he/she is an agent for, and/or is authorized to sign this agreement with the full knowledge and consent of the Lessee. Irrespective of whether this agreement is signed & returned to us prior to a job all above terms & conditions will automatically be applied.

Signature: _____ Date: _____

Lessee (Print Name): _____

PLEASE REVIEW AND SIGN. FAX BACK TO: 718-626-1493

Lessee is liable for all attorney fees and costs associated with