



AIR SEA LAND PRODUCTIONS INC.
19-69 STEINWAY STREET, ASTORIA, NY 11105 - T: 718-626-2646

RENTAL TERMS AND CONDITIONS

***** Vendor will not secure requested dates for equipment and/or crew until vendor has received from lessee a 50% deposit along with approved and signed Estimate, Rental Terms & Conditions, AND COI. *****

1. Representations, Warranties and Agreements: Lessee has selected the Equipment without relying upon any suggestion or recommendations of ASL Productions and Lessee understands and agrees that ASL Productions assumes no responsibility for the Equipment as being fit for any particular purpose. Lessee agrees that the equipment was selected by themselves.

ASL Productions represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) ASL Productions is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by ASL Productions will be performed in a professional and competent manner; (4) ASL Productions has the right to enter into the rental of the Equipment and (5) ASL Productions has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. *All equipment is thoroughly inspected, cleaned, and in good working condition when it leaves ASL Productions.*

Lessee agrees as follows: (a) except as set forth in ASL Productions representations and warranties above, the Equipment is rented to Lessee without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) ASL Productions shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in ASL Productions representations and warranties above, Lessee is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Lessee's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Lessee, its employees, agents, or contractors. Lessee represents warrants and agrees that Lessee has complied and will continue to comply with all manufacturer's specifications as to the safe use of the Equipment. *All equipment leaves ASL with a package or checkout list. Lessee, prior to return of equipment, must complete the package/checkout slip properly. Lessee is solely responsible for all equipment described on the packing lists.* ASL equipment is subject to GPS tracking.

2. Rental Period: 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 after 3 pm. All rentals conclude when the equipment is returned before noon. All returns made after 12 p.m. will be subject to an additional days' charges unless other arrangements have been made.

3. Shipping: Rental prices do not include shipping; the lessee pays all shipping costs. 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 service provider and shipping account number. 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. ASL equipment is subject to GPS tracking.

4. Testing: Lessee acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Lessee. The Lessee agrees to examine and test the equipment prior to utilization.

5. **Non-Working Equipment:** *Equipment problems must be reported immediately 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.

6. **Technician/Operation:** Lessee shall only allow the Equipment to be used by qualified technicians that understand the basic operating procedures for each piece of equipment and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and equipment, and should be competent about the normal operation of the equipment. ASL will not be responsible for any damage to equipment caused by a non-ASL employee employed by the Lessee or for work performed by any non-ASL employee. Lessee shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Skilled technicians are available for your set up and operational needs. Lessee shall process and or view their footage and back-up their content or data in a timely manner. 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 way it was leased.

7. **Risk of Loss:** Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of ASL Productions, its employees, agents, or contractors. Lessee is deemed to have taken possession of the Equipment the moment Equipment is in Lessee's custody and control. In addition, if ASL Productions ships the Equipment at Lessee's request, Lessee shall be responsible for both the risk of loss in transit and the transportation costs. Lessee's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by ASL Productions), at all locations named and unnamed, at all studios, while on Lessee's premises, and while in Lessee's use. Lessee is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If ASL Productions delivers and/or picks up the Equipment, ASL Productions will be responsible for the risk of loss in transit while the Equipment is in the custody of ASL Productions and Lessee will be responsible for transportation costs.

8. **Storage:** Lessee bears the risk of loss for all property not provided by ASL Productions (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by ASL Productions for Lessee's ultimate use. ASL Productions shall be acting as the agent of Lessee in storing and/or transporting property which belongs to third parties.

9. **Insurance:** Lessee shall at its expense, and always during the rental, maintain in full force and effect a limit of insurance covering all Equipment rented hereunder. Prior to Rental taking possession of Equipment, Lessee shall deliver to ASL Productions a signed industry standard ACORD Certificate of Insurance showing the name and address of the issuing broker, the name of the issuing insurance company, the policy number, terms, and proper limits required. Lessee shall be liable for the full replacement cost of Equipment without deduction for depreciation, and loss of use of the Equipment (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment, as computed for the period of time the is being repaired and/ or replaced not to exceed 90 days), arising or resulting from any failure by Lessee to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason, shall not be covered or paid by Lessee's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above. All damage and/or loss due to theft, which is unreported to the police within 18 hours. ASL Productions requires a copy of the police report. Lessee shall provide for 10 days written notice to ASL Productions before any policy shall be modified or canceled.

Lessees who do not currently have an open account with ASL Productions. may be required to provide a \$1,000.00 refundable security deposit (in the form of check, credit card, or C.O.D.) which may be used to satisfy any damage or loss incurred but not covered by insurance.

- a. **Property Insurance:** Lessee's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name ASL Productions as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment and shall include:
 - i. territorial definition of "world-wide", including on- premises, in-transit and any unnamed location on a replacement cost basis.
 - ii. Loss of use (may be included in Miscellaneous Equipment of Third-Party Damage.)

In determining whether the Equipment shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. ASL Productions will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).

b. Liability Insurance: Lessee shall name ASL Productions as an additional insured on their liability insurance. Lessee's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Watercraft Liability, if filming from any watercraft, \$2,000,000.

c. ASL Productions Insurance: ASL Productions will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of ASL Productions. ASL Productions will provide Lessee evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Lessee.

d. Primary Coverage: Lessee's property, automobile and liability coverage is the primary coverage for Equipment and said coverage must be issued on a non-contributory basis. Furthermore, Lessee's insurance carrier shall agree that the rights of ASL Productions under Lessee's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Lessee, other than non-payment of premium. Lessee shall remain primarily liable to ASL Productions for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this agreement, shall allow ASL Productions to immediately and automatically terminate this agreement, at its option unless Lessee provides ASL Productions with written confirmation that such insurance is in full force and effect. Any and all damage and/or loss due to war-like action of any government action including, but not limited to, confiscation or seizure.

10. Missing and Damage: ASL Productions shall provide Lessee (with a copy to the accounting department of Lessee and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within five business days after the Equipment has been returned to ASL Productions. ASL Productions upon receipt of the compilation of the repair or replacement cost(s), including shipping costs to and from the repair facility, will forward a final invoice for payment to Lessee. Lessee shall have the option of making arrangements with ASL Productions to have their crew member(s) verify the Equipment physically returned to ASL Productions at a time that is mutually agreeable within the first day of return. Lessee further agrees to compensate ASL for costs incurred in the cleaning and maintenance of the equipment necessarily caused by use of the equipment in a harsh environment or inclement weather. (i.e.: dirt, sand, water, salt, etc.)

11. Clearing of Data: Lessee is responsible for clearing all images (in any form) prior to the return of the Equipment to ASL Productions, and Lessee authorizes ASL Productions to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to ASL Productions. It shall be the sole responsibility and obligation of Lessee to arrange for the safeguarding and storage of Lessee's images, content or data prior to the return of the Equipment to ASL Productions.

12. Title: Lessee specifically acknowledges ASL Productions' superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from ASL Production's acts. Lessee may not assign or pledge the Equipment.

13. Default: If Lessee (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property,

or has an involuntary petition in bankruptcy filed against it, Lessee shall be in default hereunder. Upon such default, ASL Productions may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Lessee, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Lessee hereby grants to ASL Productions the right and permission to lawfully enter the Lessee's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur because of such entry.

14. Remedies: The rights and remedies of the ASL Productions in the event of any breach by the Lessee of this Agreement shall be limited to the ASL Productions' right to recover actual damages, if any, in an action at law, and replevin and other rights, in equity, to the return of Equipment. In no event shall ASL Productions be entitled to enjoin or restrain or otherwise impair in any manner Lessee's business activities or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith. Except as specifically provided with respect to the return of Equipment, ASL Productions irrevocably waives any right to other equitable, or injunctive relief for any claim, loss, or cost of any kind arising through or in connection with this Rental Agreement or the subject matter hereof. In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special and/or punitive damages, all of which are expressly excluded, and the parties hereby waive any right to recover any such damages from the other.

15. Rights: ASL Productions shall not make any claims with respect to Lessee's intellectual property rights and interests (including copyright) to photographs and recordings made by Lessee using Equipment without *consent; all said rights and interests, including, without limitation, of distribution, exploitation and advertising in connection with the production in which said rented equipment is used shall be vested in Lessee.

*If ASL deems the client qualifies for an applicable discount, client may need to provide still images of ASL equipment on set or in action for the purpose of social media content for ASL services.

16. Confidentiality: The parties hereto may disclose certain valuable confidential and proprietary information, as herein defined, to each other (the "Confidential Information"). "Confidential Information" shall mean all written proprietary information delivered by one party to another concerning the party or its business, products, trade secrets or services that (a) is not generally known to the public and (b) is prominently identified and marked "Confidential" at the time of such delivery. Notwithstanding the foregoing, "Confidential Information" shall not include any information that: (i) was delivered to the receiving party prior to the receiving party's execution of this Agreement and its delivery of a signed copy of this Agreement to the other party, (ii) was known to the receiving party without restriction on disclosure or use prior to disclosure by the disclosing party, (iii) is or becomes information within the public domain (through no fault of either party); (iv) is independently developed by either party without reference to or knowledge of confidential information; (v) is rightfully received from third parties not subject to an obligation or confidence to either Lessee or ASL Productions; or (vi) the release of which is pre-approved by the disclosing party in writing. All confidential Information is deemed to be the sole and exclusive property of the disclosing party. The receiving party shall not use, reproduce or disclose, directly or indirectly, to any third party at any time any Confidential Information and the parties shall hold all Confidential Information in strict confidence and shall not use Confidential Information in any manner, except (1) in connection with performance under this Agreement or other written agreements between the parties relating to such Confidential Information, (2) to the extent necessary to comply with law or the order of a court of competent jurisdiction, (3) as part of a party's normal reporting or review procedure, as applicable, to its auditors or attorneys, or (4) to enforce a party's rights under this Agreement.

17. Indemnity: Lessee agrees to indemnify, defend and hold harmless ASL Productions and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Lessee, Lessee's breach of any representations or warranties made herein, or from the negligence or willful conduct of Lessee, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. ASL Productions agrees to indemnify, defend and hold harmless Lessee and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from ASL Productions' negligence or willful misconduct of ASL Productions, or that of ASL Productions' employees, agents, or contractors, ASL Productions not having the right to rent the Equipment or ASL Productions' failure to maintain insurance enumerated in 9c above. This indemnification shall survive the term of the rental agreement.

18. Cancellation: Single-day rental cancellations are subject to a fee of 50% of the equipment IF cancellation is received within 24 hours prior to the first hour of the rental date. Multi-day day rental cancellations are subject to a fee of 50% of the equipment IF cancellation is received within 72 hours prior to the first hour of the rental date. The lessee shall pay all expenses incurred by ASL in connection with such cancellations in full. **ASL is not responsible for any production cancellations after the equipment leaves our facility.**

19. Invoices: All lessees must open an account with us by providing a valid credit card with billing information that will be kept on file, This is a requirement regardless of payment method. All lessees understand that their credit card will be charged for the amount of the rental in full prior to pick-up or shipping unless another form has payment is provided, such as ACH/Wire or Zelle, and payment confirmation has been received. At the end of the rental, lessee will be invoiced for extra rental days that were needed, and replacement value of any equipment lost or damaged. Invoices will be due upon receipt to be paid by credit card on file or by check. Lessee is liable for any bank fees due to bad checks. **Lessee hereby acknowledges and accepts that should payment On any outstanding invoice be 10 or more days late, the lessee's credit card will be charged the full amount, including late charges, and all discounts will be voided.** If credit card is declined after 10 or more days, your account will incur a 10% late fee of the total invoice due for each month lapsed and the Lessee is liable for all attorney fees and costs associated with any action to collect balances of unpaid invoices or payments due from any contract.

20. Entire Agreement: Lessee agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Estimate together with these Terms and Conditions constitute the entire agreement between ASL Productions and Lessee. In the event of conflict between any terms or provisions of the signed Estimate and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Lessee is a corporation or other entity, the person executing the signed Estimate represents and warrants that he/she has full power and authority to execute the Estimate on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Lessee acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

21. Governing Law: This rental agreement has been entered into in the State of New York and shall be governed by laws of the State of New York, without reference to any conflicts of law principles. Lessee and ASL Productions agree to the State of New York having the sole jurisdiction to govern any and all disputes arising between Lessee and ASL Productions as regards the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

Any 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. *Any significant changes to this agreement must be reviewed by ASL Productions' independent attorney and such modifications will be subject to his legal fees.*

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.

Streaming Company/Network: _____

Signature: _____ Date: _____

Lessee (Print Name): _____

Signers Email: _____

Signer's Contact number: _____

PLEASE REVIEW, SIGN & EMAIL