
BELOW THE LINE RENTAL AGREEMENT

Thank you for your order. We appreciate your business and look forward to working with you!

CONFIRMATION

To confirm your rental, please return the following:

- **Rental terms & conditions** signed by an authorized representative
- **Credit card authorization** signed by the cardholder
- **Certificate of insurance**
- **New York State Resale Certificate** or **Tax Exemption**, if applicable

The above actions signify that all parties have agreed to the terms of the rental quote/order and rental terms & conditions. Below the Line Production Supply, LLC (“BTL”) will begin preparing the requested package for rental only when all the foregoing actions are satisfied.

PAYMENT

Payment terms are COD. Payment is due in full at time of equipment pickup. We accept checks, all major credit cards, and cash.

A **security deposit** equal to one week’s rental is required for any rental or additional rental package lasting longer than two weeks. Deposits are held until all monies owed to BTL are paid in full.

Terms & conditions begin on the next page.

TERMS & CONDITIONS

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Below The Line Production Supply, LLC ("BTL") and the renter executing this Agreement below ("Renter"), hereby agree as follows:

1. Rental payments hereunder shall be due and payable whether or not Renter has received notice of a payment. If any payment is not paid within two (2) days after the due date, Renter shall pay to BTL a surcharge charge of one percent (1%) per day of all overdue amounts. If BTL accepts a check for payment, Renter shall be charged \$250.00 for each such check that is returned to BTL for lack of sufficient funds. Such remedies shall not be exclusive of any other remedies available to BTL, nor shall they be deemed an election of remedies by BTL, all remedies herein being cumulative.
2. Renter shall, at his/her/its own cost and expense, during the term of the rental, keep and maintain, in his/her/its own custody, the rented items in good state of condition and repair. Such costs shall include labor, material, parts, and similar items.
3. Renter, or his/her/its agent, driver or messenger shall be deemed to have (i) examined and tested the rented items, and (ii) found the same to be in good workable condition. Renter shall immediately notify BTL of any discrepancies between any rented item and BTL's description of the rented item. If Renter fails to provide such notice in writing on the initial day of rental, Renter will be conclusively presumed to have accepted the rented item as specified by BTL. Any subsequent claim that the rented item was not provided in fully functional order will be deemed null and void and of no effect between the parties.
4. For any rented items that may be lost, stolen, missing, broken or damaged, at the termination of the rental, at BTL's option (in its sole and absolute discretion) Renter shall either (i) replace such rented items with other items of a similar nature and of equal or greater value, or (ii) pay to BTL compensation on account of any of the said rented items at the higher of (a) BTL's actual replacement cost of the rented item plus thirty-five percent (35%) to cover BTL's time, labor and overhead in procuring the replacement, or (b) the then-current market value of the rented item. Renter shall also compensate BTL in rent for any time lost as a result of replacement or the necessity for making repairs on rented items lost, stolen, missing, broken or damaged. Renter grants BTL unconditional permission to charge his/her/its credit card account for all rented items lost, stolen, missing, broken or damaged.
5. THE RENTED ITEMS HAVE BEEN SELECTED BY RENTER BASED ON THEIR GENERAL CONFORMANCE TO THE NEEDS IDENTIFIED BY RENTER. RENTER ASSUMES FULL RESPONSIBILITY FOR ENSURING THAT THE RENTED ITEMS AND ANY USE THEREOF SATISFIES HIS/HER/ITS REQUIREMENTS. NO WARRANTY IS GIVEN (i) THAT THE RENTED ITEMS WILL MEET ANY OF THE REQUIREMENTS OR CRITERIA THAT RENTER MAY HAVE, (ii) THAT THE RENTED ITEMS HAVE BEEN TESTED TO ENSURE THAT NO PROBLEMS WILL ARISE UNDER CERTAIN CONDITIONS, (iii) THAT THE OPERATION OF THE RENTED ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iv) THAT THERE WILL BE NO DEFECTS AND/OR ALL DEFECTS WILL BE CORRECTABLE.
6. RENTER HAS FULLY EVALUATED THE RISKS ASSOCIATED WITH THE USE OF THE RENTED ITEMS AND ACCEPTS THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE RENTED ITEMS PROVIDED UNDER THIS AGREEMENT. RECOGNIZING THE AFORESAID, RENTER HAS TAKEN APPROPRIATE STEPS TO GUARD AGAINST ANY BUSINESS DISRUPTION OR OTHER PROBLEMS THAT MAY RESULT AS A CONSEQUENCE OF USING THE RENTED ITEMS. THE RENTED ITEMS ARE PROVIDED "AS IS," AND BTL MAKES NO WARRANTIES REGARDING THE RENTED ITEMS, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. BTL PROVIDES NO WARRANTY OR UNDERTAKING THAT THE RENTED ITEMS ARE EITHER APPROPRIATE OR SATISFACTORY FOR THE PURPOSES FOR WHICH THEY MAY BE USED. IN NO EVENT SHALL BTL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITIES OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE RENTED ITEMS, EVEN IF BTL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES THAT BTL IS REQUIRED TO PAY TO RENTER FOR ANY PURPOSE WHATSOEVER SHALL BE LIMITED TO THE RENTAL FEES PAID FOR USE OF THE RENTED ITEMS DURING THE ONE WEEK PERIOD PRECEDING THE SUBJECT CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, CLAIMS FOR FAILURE TO EXERCISE DUE CARE HEREUNDER AND ALL OTHER TORTS AND CONTRACTUAL CLAIMS WHATSOEVER. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN SIX MONTHS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST BTL.
8. THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT. THE FEES PAYABLE TO BTL HEREUNDER REFLECT, AND ARE SET IN RELIANCE UPON, THE ALLOCATION OF RISK SET FORTH HEREIN AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH HEREIN.
9. Renter hereby agrees to release, defend, indemnify and hold harmless BTL, its affiliates, successors and assigns, and its officers, directors, employees, representatives, and agents (collectively, the "Indemnified Parties") from all claims, actions, losses, expenses, and liabilities whatsoever including death, personal injury and property damage (and including, without limitation, BTL's reasonable attorney's fees and costs) (each, a "Loss") which is caused by any claim and/or which arises in connection with Renter's use of, or inability to use, the rented items except to the extent any such Losses have resulted primarily and directly from BTL's gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. Renter shall be given prompt written notice of any such action or claim, provided that any delay or failure to so notify Renter shall not relieve Renter from its responsibilities hereunder, except to the extent Renter is actually prejudiced by any such failure or delay. Renter shall not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder without BTL's consent, which shall not be unreasonably withheld. Renter's obligations hereunder shall be binding upon and inure to the benefit of any successors, assigns and personal representatives of Renter, BTL and any Indemnified Person, as applicable.
10. Renter hereby acknowledges that no express or implied representations have been made to it concerning this Agreement or the rented items' performance, and waives its right to make a claim based upon any alleged representation (whether express or implied) or the reliance of Renter or any third party thereto. BTL makes no warranties, express or implied, whatsoever, including without limitation, merchantability, fitness for a particular purpose, quiet enjoyment, title, accuracy, non-infringement, or course of dealing, usage or trade, with respect to any rented items provided by BTL under this Agreement, and all rented items are provided to Renter "as is" and "with all faults". In no event shall BTL be responsible for any claims by Renter for damages, expenses, claimed to have arisen out of Renter's use or inability to use the rented items, or for any delays or any other reason. It shall be the duty of Renter to notify BTL immediately of any claimed defect or non-function in any of the rented items herein and it shall be the duty of Renter to continuously check

BELOW THE LINE RENTAL AGREEMENT

the performance of the rented items. Provided (i) notice of claimed defect is immediately given to BTL, (ii) the relevant rented items are immediately returned to BTL, and (iii) BTL determines (in its sole and absolute discretion) that there is a defect in a one or more rented items and said defect was not caused by any act or omission of Renter or its employees or agents, then BTL shall have the option of substituting other like rented items in exchange for the returned rented items, or of canceling this Agreement in whole or in part. The provisions of this paragraph shall be the only recourse of Renter for claimed defects in any rented items.

11. The rented items herein shall be delivered and returned by Renter at his/her/its own risk, cost and expense. Any freight, insurance or customs charges related to the rented items incurred during or at the end of the rental will be billed to Renter's account. Rental fees for all rented items must be paid for the full period of time rented until they are returned to BTL in fully working condition. If the rented items have to be repaired, the rented items shall be deemed to be continuously rented by Renter until fully repaired. BTL has the right to terminate any/all rentals herein, in whole or in part, upon twenty-four (24) hours' notice to Renter. Renter further agrees to pay two (2) times the per diem rental rate for each day past the due date. No allowance will be made for any reason.
12. The rented items may only be used and operated by Renter in a prudent, careful and proper manner. Any/all uses of the rented items must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the rented items, including registration and/or licensing requirements, if any.
13. Renter agrees that the rented items will not be taken from the ground in an airplane, drone or any machine used for air travel without the prior written consent of BTL. Renter shall not permit any other person or firm to use the rented items or loan the rented items to any other person or firm, and the rented items must at all times remain under the immediate possession, custody, control, supervision and direction of Renter personally. Renter agrees not to remove or cover the tag, nameplate or other elements or items showing ownership of BTL.
14. If Renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against Renter of his/her/its property, or if Renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against Renter, then and in any such event, without notice to or demand on Renter, BTL shall have the option to retake immediate possession of said rented items and for such purpose BTL its agents or employees, may enter upon any premises where said rented items may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by Renter. In such event, BTL may deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold Renter responsible for any deficiency. BTL shall not be obligated to re-rent the rented items, or otherwise mitigate the damages from the default.
15. If suit be commenced pursuant to this Agreement, Renter agrees to pay the BTLs' costs of collection including, without limitation, attorneys' fees and court costs. Renter agrees to pay all collection charges should collection be referred to a collection agency. Renter hereby waives presentment of the payment, demand, protest, notice of dishonor and/or protest and notice of nonpayment; and further agrees to remain bound, notwithstanding any forbearance, release, extension, modification, waiver or other indulgence by BTL, or any suspension of the BTLs' remedies or rights against Renter. Renter further waives any right to require the BTL to proceed against, or make any effort at collection of the amounts due hereunder from any other party that may be directly or indirectly liable for such indebtedness.
16. The obligations of Renter under this note shall be secured by the following collateral, whether now existing or hereafter existing or acquired (in which BTL at all times shall have a first priority perfected Lien): (i) all of the rights, assets and personal property (tangible or intangible), wherever located, of Renter, (ii) such additional assets pledged to BTL by Renter from time to time after the effective date first set forth above, and (iii) all products and proceeds of any of the foregoing, provided that in the event a bank, financial institution or other entity has and retains a pre-existing first priority perfected Lien in and to any house, other dwelling or real property of Renter, BTL at all times shall have a second priority perfected Lien in and to any such house, other dwelling or real property of Renter. As used herein, "Lien" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.
17. Should any payment not be made when due, Renter authorizes any attorney designated by BTL to appear in any court of competent jurisdiction and confess judgment against them for the amount due with costs of suit, interest at eighteen percent (18%) per annum and attorney's fees, waiving homestead and all other exemptions, stay of execution, and right of appeal. Further Renter hereby nominates, constitutes and appoints BTL as Renter's attorney-in-fact (which appointment is irrevocable and coupled with an interest) with full right, power and authority to confess judgment against Renter for the unpaid balance due and owing in any state or federal court in the United States of America, and with full right, power and authority to execute, acknowledge, verify and deliver any agreements, documents or instruments relating thereto in the name of, and on behalf of, Renter. THE PROVISIONS OF THIS CONFESSED JUDGEMENT CONSTITUTE A WAIVER OF CERTAIN RIGHTS THEREBY ALLOWING BTL TO OBTAIN A JUDGEMENT AGAINST RENTER WITHOUT PRIOR NOTICE.
18. The acceptance of the return of the rented items is not a waiver by BTL of any claims that it may have against Renter, nor a waiver of claims for latent of patent damage to the rented items.
19. If Renter has rented a vehicle, Renter will provide Auto Liability insurance that is primary over any other insurance in effect for BTL for all claims arising out of the use of the vehicle, and Renter shall release, defend, indemnify and hold harmless BTL from and against or any claim whatsoever (including death, personal injury and property damage) and all expenses incurred (including attorney's fees) arising out of such claim.
20. Renter represents that all liability and property insurance shall remain in full force for the entire term of the rental period. In the event any policy is cancelled, terminated or rescinded during the rental period, Renter shall provide immediate notice to BTL and shall immediately procure replacement insurance.
21. The rented items shall be deemed to be personal property, regardless of the manner in which they may be attached to any other property. BTL shall be deemed to retain full, sole and exclusive ownership of, and title to, the rented items at all times. Renter agrees not to pledge, mortgage or in any way encumber the rented items.
22. During the term of the rental, Renter shall pay all taxes, assessments, and license and registration fees on the rented items.
23. BTL shall be neither in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control, including, without limitation, acts of God, war, civil unrest, strikes, power outages, and other causes beyond BTL's control. If BTL is impacted by any such event, it shall promptly notify Renter in writing, and shall resume its obligations hereunder as soon as practicable under the circumstances.
24. The parties to this Agreement each shall be deemed to be independent contractors and in no event shall the acts or omissions of one party be attributable to the other party. Neither party, nor its em-

BELOW THE LINE RENTAL AGREEMENT

ployees, shall be or shall be deemed to be an employee of the other party for any purpose whatsoever. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or any agency relationship, and neither party shall have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing.

25. Upon any expiration or termination of this Agreement, neither party shall have any obligations to the other except as set forth in the payment, indemnity and limitation of liability provisions hereof which shall survive the expiration or termination of this Agreement, as well as the provisions of this Agreement which by their terms or by implication are to have continuing effect after the expiration or termination of this Agreement.
26. This Agreement cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral. Renter shall not assign or transfer the rented items or any/all of its rights under this Agreement (whether by sale, merger, operation of law or otherwise) without the prior written consent of BTL. Any purported assignment or transfer in violation of this provision shall be void. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. The headings on each paragraph hereof are for convenience purposes only and shall not be used to construe the terms of this Agreement.
27. All matters (in contract, tort or otherwise) arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Agreement, shall be governed, construed, and interpreted exclusively in accordance with the laws of the State of New York without giving effect to its conflicts or choice-of-law principles. The parties hereto irrevocably consent to the exclusive personal and subject matter jurisdiction of the federal and state courts located in the State of New York, County of New York, and to the exclusive venue of the United States District Court for the Southern District of New York and of the courts of the State of New York located in the County of New York. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
28. A facsimile copy, or electronic copy in .pdf or similar format, of this Agreement shall be valid and have the same force and effect as an original.
29. The Pickup Time for Vehicle Related Packages Must Be Agreed Upon with BTL 24 hours before the Check-out Date. Latest Pickup Time for all Vehicle and/or Equipment Packages is 3:00pm. ALL EQUIPMENT/VEHICLES MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES.*

IN WITNESS WHEREOF, Renter's authorized representative has signed this Agreement as of the day and year first written below.

Renter/company name _____

Signature _____

Printed name _____

Title _____

Date _____