

RACKCREW TERMS AND CONDITIONS

6595 G Roswell Road, Suite 672
Atlanta, GA 30328
Phone: (404) 630-7382 / FAX: (770-671-0730
email: info@rackcrew.com

Equipment is available for pick-up during ordinary business hours after 9:00 A.M. The minimum rental period is one day. Equipment returned after 10:30 A.M. is subject to charge for that full day. When the initial rental period provided for in this Agreement, and the actual rental period, is four (4) days or more, the following rates will apply:

No. of Days Initially Agreed and Actually Rented:	Applicable Rate:
1 Day	Pay for 1 Day
2 Days	Pay for 2 Days
3 Days	Pay for 3 Days
4-5 Days (weekly rate)	Pay for 4 Days

Rental rate cycle reverts to applicable day charges after 5 days.

Rental rates apply to Saturdays, Sundays, and holidays. Rental payments do not apply towards any purchase price. All rental rates and specifications are subject to change without notice. Except as otherwise expressly agreed in writing, no allowance will be made for unused Equipment. Rental for all Equipment is due for the period from when the Equipment first leaves RackCrew, for shipment to Customer, or otherwise, until it is returned to RackCrew. For all purposes of this Agreement, EQUIPMENT WILL NOT BE DEEMED TO HAVE BEEN "RETURNED" UNTIL ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET: (1) Property has been brought back to the premises during normal business hours; (2) An inventory has been completed and a missing and damaged list has been completed; if needed; and (3) The term of the rental contract has expired. The rental rates will apply to reserved Equipment, whether it is used or not, unless the reservation is cancelled a minimum of twenty-four (24) hours prior to the beginning of the agreed dates of rental. When Equipment is not available from RackCrew, such Equipment is obtained by RackCrew from other sources (such Equipment being hereinafter referred to as "Sub-Rented Equipment"). Notwithstanding the above, when a reservation for Sub-Rented Equipment is cancelled even more than twenty-four (24) hours prior to the beginning of the agreed dates of rental, Customer shall be responsible for the charges for Sub-Rented Equipment already ordered for which RackCrew is invoiced together with any applicable shipping and handling charges.

OUT-OF-TOWN RENTALS

The minimum out-of-town rental will be two (2) days. Rental starts the day of shipment and continues until the date and time Equipment is returned (see the definition of "RETURNED" under Rental Rates hereinabove) to the RackCrew PREMISES. All shipments will be shipped collect for freight and insurance charges. Most shipments also require delivery to a common carrier. This charge will be invoiced to customers. Out-Of-Country Rentals Equipment must not be taken out of the Continental U.S.A. without prior permission in writing from an authorized officer of RackCrew. If Equipment is permitted by RackCrew to be taken out of the Continental U.S.A., customers are responsible for registration with U.S. and Foreign customs. No rental allowance will be made for time lost due to the improper documentation, impounding or delay of Equipment by Customs for any reason. Rental starts the day of shipment and continues until the date and time Equipment is returned (see the definition of "RETURNED" UNDER Rental Rates hereinabove) to the RackCrew Premises.

PAYMENT TERMS

Unless otherwise agreed, payment is due prior to or at the time of the receipt of the Equipment. Credit accounts will be granted only upon approval after application. New credit accounts require a fifty (50%) percent down-payment and an approved credit application. Credit accounts which are inactive for more than one (1) year are considered to be new credit accounts when reactivated. Where credit has been granted, all amounts are due within ten (10) days after the agreed date for return of the Equipment. Customer agrees to pay interest at the rate of 1.5% per month on all balances not paid within thirty (30) days of invoicing until paid. availability Equipment should be reserved as far in advance as possible to insure

availability. Rentals are for agreed dates only. Extension of the rental period must be authorized by RackCrew. Unauthorized extensions will be charged the full daily rate rather than on any weekly or other rate and discounts will not apply. When Equipment is not available from RackCrew, Customer agrees to accept comparable equipment obtained by RackCrew from other sources. Rental charges for such equipment may be at rates other than published RackCrew rates and may be subject to handling charges.

DAMAGES TO AND LOSSES OF EQUIPMENT

During the term of the rental and at all times when the Equipment is in the custody of the Customer, Customer shall, at Customer's sole cost and expense, maintain the Equipment in good condition and repair. Customer shall deliver and return the Equipment to RackCrew in good condition and repair. Customer agrees to compensate RackCrew to the extent of the full replacement value of each item of Equipment rented or otherwise in the custody of Customer not returned or that is returned in a damaged or broken condition due to any cause whatsoever. Customer further agrees to compensate RackCrew at the daily rental rate for the reasonable time necessary to repair or replace any such item of Equipment. Customer shall report the loss of or damage to any Equipment as soon as possible. Any items returned late are charged for until returned. The acceptance of any return of any Equipment does not waive any claims against Customer for any damage to Equipment that may have occurred including any that may be patent or latent or otherwise hidden. In the event of any loss or damage, the full replacement value of the Equipment shall be as listed in the manufacturer's current retail price list effective at the time of the loss plus shipping and taxes where applicable. For all Equipment which is picked up or stored by RackCrew for ultimate use by Customer, RackCrew shall be acting as agent for Customer. Customer is responsible and liable for loss of property of others which is transported or stored by RackCrew for use of Customer during storage and shipping for Customer and when in the possession of Customer.

INSURANCE

Customer shall at its own expense, provide and maintain in full force and effect insurance covering rented, borrowed or owned Equipment including any and all rented from RackCrew for both liability and property insurance. All Equipment shall be insured worldwide and on a replacement cost-basis. The minimum commercial general liability (foreign liability is required for shoots outside the United States of America, its possessions, and/or territories and Canada), third party property damage liability (for stage rentals and loss of use claims), and non-owned and hired automobile liability limits are listed below:

Commercial General Liability	
General Aggregate Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit & Advertising Injury Limit	\$1,000,000
Limit Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$50,000
Medical Payments	\$5,000
Third Party Property Damage	\$250,000
(for stage rentals and loss of use claims)	
Non-owned & Hired Automobile Liability	\$1,000,000

All physical damage coverage shall be issued on a worldwide basis, if vehicle(s) are to be used outside of the United States and Canada, the valuation will be actual cash value. The Equipment coverage, the vehicle coverage, and the loss of use coverage, are to cover the period of time from the date of this Rental Agreement until the date the Equipment is actually repaired and/or replaced and full payment for the loss (if any) as outlined in this Agreement has been received by RackCrew. The Equipment and vehicle insurance shall name RackCrew as loss payee, and the rights of RackCrew under such insurance shall not be affected by any act or neglect or breach of condition by Customer and RackCrew shall be entitled to receive a minimum of ten (10) days prior notice of any cancellation. All insurance shall be written by an insurer with A.M. Best rating of A or better. The Equipment coverage shall cover "All Risk" of physical loss or damage and vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision." Customer shall also name RackCrew as an additional insured as regards liability insurance. In the event of a liability loss, property loss, or loss of use claim during the term of the rental, the Customer's liability, property, and loss of use insurance shall be deemed to provide the primary coverage. Customer will provide to RackCrew a certificate of insurance in compliance with this paragraph prior to delivery of the equipment including any vehicle(s). Notwithstanding this paragraph, Customer shall remain primarily liable to RackCrew for full performance under this Rental Agreement. RackCrew may enforce its remedies directly against Customer

without resort to insurance. Customer assumes all risk of loss from the moment the Equipment, including vehicle(s), are set aside on RackCrew's premises from RackCrew's general inventory until the Equipment including any vehicle(s) has been "RETURNED" to RackCrew (as defined under "Rental Rates" hereinabove) and assumes all risk of loss for property brought into the RackCrew premises. The responsibility includes, but is not limited to, transit, location coverage, studio coverage, unnamed location coverage, coverage while on Customer's own premises and use or storage on RackCrew's premises. Equipment, including vehicle(s), which have been rented to Customer for a period of time, but are stored or inspected and tested at RackCrew's facility for the convenience of Customer, shall be the responsibility of Customer until the termination date in the Rental Agreement or the Equipment, including any vehicle(s) have been returned to RackCrew's general inventory. Generators which have been mounted to vehicles shall be considered to be personal property separate and apart from any vehicle and shall be insured for the full replacement value. It is important to understand that Customer's furnishing a certificate of insurance may not fulfill all of Customer's obligations under the Rental Agreement. The limit of insurance coverage for Equipment is issued on a per occurrence basis, not a separate limit for all rental companies involved in a production. Therefore, it is essential that the limit for Equipment coverage equals the full replacement value of all Equipment used on a job. If Customer's limit of insurance is inadequate to cover the loss, Customer will be responsible for the difference between the amount of insurance and the actual loss. It is in both Customer's own interest as well as RackCrew's interest, that adequate insurance limits be maintained.

REPOSSESSION OF EQUIPMENT

If Customer shall not comply with any of the terms, covenants and conditions herein, or in punctually making any rental or other payment, or if any execution or other writ or process shall be issued on any action or proceeding against the Customer, whereby the Equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Customer or Customer's property, or if the Customer shall enter into any arrangement or composition with Customer's Creditors or in the event that any judgement is obtained against the Customer, then and in any such event, RackCrew shall have the right to terminate this agreement and to retake immediate possession of the Equipment and, for such purpose, RackCrew, its agents or employees, may enter upon any premises where said Equipment may be, and may remove the same therefrom, with or without force and with or without notice of intention to retake the same, without being liable in any suit, action or other proceeding by the Customer. Customer shall pay any and all recovery or repossession costs, including but not limited to, attorney's fees and expenses.

WAIVER

In the event RackCrew is entitled to take immediate possession of the Equipment according to the terms hereof, RackCrew may, in addition to any other remedies, obtain an immediate writ of possession and Customer does hereby waive any and all rights Customer may have to a notice prior to seizure by RackCrew of the Equipment.

INDEMNIFICATION'S

Customer hereby agrees to indemnify and hold harmless the RackCrew Parties including their agents and employees, from and against any claims or losses, including attorney's fees and expenses, resulting from any and all injuries to individuals and/or damages to property either caused in whole or in part by Customer Parties including their agents and employees, or occurring to Customer Parties including their agents and employees, or their property including, with respect to all of the foregoing, any claims or losses based upon any repossession of any of the Equipment from Customer. Customer further agrees to indemnify and hold harmless the RackCrew Parties including their agents and employees, from and against any claims for losses, including attorney's fees and expenses, resulting from any breach of this Agreement by Customer.

TAXES

Customer shall pay all applicable state, local, and other sales and use taxes and RackCrew may add any such taxes to the rental rates set forth hereinabove.

SPECIAL OPENING:

In additional charge will be billed for transactions requiring special shop openings or an extension of normal business hours.

EXPENDABLES

Expendables are charged for on an as used basis.

DAMAGE AND/OR LOSS SECURITY FEE

RackCrew can, at its sole discretion, provide \$1,000.00 deductible Equipment damage and/or loss coverage for ten (10%) percent of Customer's rental charges. This coverage applies only within the continental U.S.A. Negligence, willful misconduct, or damage and/or loss while in the hands of common carriers is not covered. Note: This does not include liability coverage.

MISCELLANEOUS

This Agreement contains the entire understanding between the parties. No oral modification, even by an employee of RackCrew, can modify this Agreement. This Agreement can only be modified in writing signed by both parties to this Agreement. The parties agree that any dispute arising from or under this Contract shall be determined in accordance with the laws of Georgia. Customer agrees to pay all attorney's fees, costs, and expenses incurred by RackCrew in protecting or enforcing its rights under this Agreement. If the Customer rents any equipment of RackCrew, a Georgia DBA (herein called "RackCrew"), where RackCrew shall be the lessor of such equipment under a Lease from RackCrew (herein known as the "RackCrew Lease"), the Customer shall take subject to the RackCrew Sublease addendum to this contract (herein known as the "RackCrew Sublease Addendum") and, therefore, is bound by and required to perform the OBLIGATIONS and AGREEMENTS and to assume the LIABILITIES, set forth in the RackCrew Sublease Addendum, for the benefit of RackCrew. As noted in the RackCrew Sublease Addendum, the Customer is and is herein called the "Sublessee"; such RackCrew equipment is known as "Equipment"; the Lessee of RackCrew as in the circumstance of RackCrew is known as the "Sublessor"; and the document under which the Sublessee rents the Equipment from the Sublessor is, and is herein called, the "Sublease". BY EXECUTING THIS SUBLEASE, THE CUSTOMER (also known as the "Sublessee") VERIFIES THAT THE RACKCREW SUBLEASE ADDENDUM HAS BEEN MADE AVAILABLE TO THE CUSTOMER AND HAS READ THE RACKCREW SUBLEASE ADDENDUM TO THIS CONTRACT IN ITS ENTIRETY. THE SUBLESSEE WITH RESPECT TO THE EQUIPMENT, AGREES THAT THE SUBLESSEE IS BOUND BY AND REQUIRED TO PERFORM THE OBLIGATIONS AND AGREEMENT AND ASSUME THE LIABILITES, SET FORTH IN THE RACKCREW SUBLEASE ADDENDUM, AND THE SUBLESSEE ALSO AGREES THAT RACKCREW MAY ENFORCE SAID OBLIGATIONS AND AGREEMENTS AND LIABILITIES AGAINST SUBLESSEE AS IF SUBLESSEE WERE THE LESSEE IN THE RACKCREW LEASE AND/OR AS IF RACKCREW WERE THE SUBLESSOR IN THIS SUBLEASE.

RESTRICTIONS AND RIGHT TO REMOVE

Customer shall not remove the rented equipment from the state in which it is rented prior to obtaining written permission from the owner, furthermore, renter shall not remove the leased property from the ground in any airplane or any machine used by or for air travel including but not limited to helicopters, blimps, and hot air balloons without written consent of RackCrew. Customer shall not lease or loan the Equipment described herein to any other persons, firms or corporations and the Equipment shall at all times remain under the immediate and actual control and direction of Customer. Customer agrees not to remove or cover the tag or nameplate on the Equipment showing ownership in RackCrew or any other tag or nameplate on any of the Equipment. It shall be lawful for RackCrew or its agents at all reasonable times to enter any premises where the Equipment is kept for the purpose of viewing the condition of the Equipment or, in the event RackCrew is entitled to remove such Equipment, for the purpose of removing the Equipment and Customer shall cooperate fully with respect to the foregoing.

WARRANTY

Except as provided by law, Equipment and/or Facilities are rented to you without warranty or guarantee of any kind, expressed or implied, and RackCrew assumes no responsibility unless agreed to in writing. Equipment is offered for inspection and testing at the time of rental, RackCrew's sole responsibility will be to replace any equipment not working properly at time of inspection. RackCrew is not responsible for any loss resulting from the use of its Equipment or other supplies.

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING ANY RENTAL AGREEMENT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND SUPPLIES AS LISTED ON YOUR RENTAL AGREEMENT. RACKCREW PROVIDES NO FURTHER ADDITIONAL WARRANTIES NOT SET FORTH HEREIN AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL RACKCREW BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES FOR ANY BREACH OF THIS AGREEMENT.

GENERATORS AND VEHICLES

GENERATORS MUST BE PROPERLY GROUNDED AND OPERATED IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODE (ARTICLE 250). RackCrew reserves the right of prior approval or designation of a qualified driver/operator. RackCrew requires that all drivers/operators and vehicles, using, storing or transporting Equipment are currently licensed and insured, at the sole cost to the Customer, during the term of the rental.

Prices are subject to change without notice.

RackCrew reserves the right to correct any clerical errors in this document.

RackCrew

GENERAL RENTAL GUIDELINES

Thank you for choosing RackCrew. for your rental equipment needs. In order to meet the needs of all of our clients we have found it necessary to implement a certain set of guidelines. Your adherence to these few rules will help us to better be able to serve your needs.

A rental registration form is required to be on file **before** first rental reservations can be taken (Verification of information on application could take up to 24 hrs. to complete). Photo I.D. is required at the time of rental.

A deposit and/or certificate of insurance is required for all rental equipment. The deposit is equal to the replacement value of the equipment (list price). The deposit may be secured by a check (if GA resident and GA bank) or by credit card (**NOT Debit Card or Check Card**). The check, credit card and Photo ID must be in the name of the person whose name is on the registration. If you chose to use a credit card to secure a deposit, an "Authorization Hold" will be placed on your card for the amount of the deposit; that amount will remain on your card **UNTIL YOUR** bank releases the hold; **RackCrew** does not remove the hold even after you return the equipment. A certificate of insurance may be used in lieu of a deposit providing that the certificate shows **RackCrew** listed as additionally insured and as the certificate holder; the certificate should list a value amount equal to or greater than the value of the rental; the certificate should contain a statement that describes the coverage to include professional audio and video equipment rented from and carried off premises by the Renter; and the certificate has to be received by **RackCrew** prior to the time of the rental. **All rentals that are taken out of the continental US must have a certificate of insurance on file.**

Rentals are based on a 24 hour time period. Additional charges will be incurred on rentals not returned on time.

A Weekly rental rate is a discount for prepayment and is based on a rate of 4 times the day rate. A late rental return will be charged for every day that it is late; **no week or monthly rate discount will be given on rentals that have not been prepaid.** Daily rentals that are kept for a week will also be charged for each day the rental is late. A monthly rate (4 weeks) is also available at 3.5 times the weekly rate.

Rental charges on out of town rentals start on the day the rental is shipped and end upon the return of the equipment to RackCrew. Shipping fees will be charged to the renter for all out of town rentals. **RackCrew** ships via UPS. If other forms of shipping are requested the renter must make payment arrangements with the carrier prior to shipping.

It is the responsibility of the Renter or his agent to check the rental equipment before leaving RackCrew. If you need an instruction manual or tips on how certain equipment operates, ask before leaving **RackCrew**. We have most manuals on-line at <http://www.rackcrew.com> If the Renter is unable to use equipment because they did not know how it operates, **no rental credit will be issued.** If a piece of equipment fails to operate properly while being rented, if possible the Renter should notify **RackCrew** of the failure **at that time**, not upon the return of the rental. Some "**failures**" can be corrected over the phone. It is Renters responsibility to have all cables and adapters.

A weather credit will be issued if an assignment is canceled due to bad weather for outdoor recordings. (If the event was canceled due to bad weather, or weather conditions hindered the completion of the assignment, then it is left to the discretion of the rental manager) Credits will **not** be issued if you had an equipment failure and **RackCrew** was not given the opportunity to correct the problem, if you did not know how the equipment functions or you just did not need or use the equipment.

Equipment is checked before it leaves **RackCrew**, any damages that occur after leaving **RackCrew**, including during shipping, are the responsibility of the renter. Charges for damages include the cost of repair or replacement as well as the lost revenue on rental of the equipment while it is out at repair.

RackCrew reserves the right to refuse rental of its equipment to anyone it deems does not meet the requirements set forth on the application.

Rentals are to be **paid at the time of pick-up**. Acceptable payment methods are **Cash, Check or Credit Card**. **A complete registration, current credit card and Photo ID must be on file.**

RackCrew CUSTOMER RENTAL REGISTRATION

Name: _____

Address: _____

City _____ State _____ Zip _____

Company Name: _____

Company Address: _____

City _____ State _____ Zip _____

Daytime Phone: _____ Drivers License #: _____

Evening Phone: _____ Date of birth: _____

E-Mail: _____

Credit Card info (must be same as applicant listed at top) *(CC info is for Identification purposes only)*

INDICATE: AMEX VISA /MC DEBIT/CHECK CARD Y__ N__ DISCOVER DINERS

CARD NUMBER: _____ EXP. DATE: _____

Name of issuing bank _____

Name on card _____

Billing address of card _____

SIGNATURE OF CARD HOLDER: _____

Signature indicates acceptance of RackCrew Terms of Service and rental guidelines.

SIGNATURE OF APPLICANT: _____ DATE: _____

For shipment of equipment, circle preferred method and enter account #: Fed Ex
UPS Airborne Account#: _____

Approved By RackCrew: _____ Date: _____