Corporate Audio / Visual

Corporate AV, LLC hereby rents to Customer ("Renter") and Renter hereby hires from Corporate AV, LLC the items of personal property ("Equipment") and services ("Services") described on the invoice ("Invoice") attached to this agreement as Attachment A and incorporated herein, which are to be used in Renter's business from the Delivery Date/Time through the Pickup Date/Time (hereinafter referred to as the "Term"), as specified on the Invoice.

1. **OWNERSHIP & USE:** Title of the Equipment shall remain with Corporate AV Productions. Renter shall use the Equipment solely at the location noted on the Invoice under "Ship To" and shall not remove, lease, sublease, rent, lend, sub-rent, transfer, assign, sell, alter, repair, disassemble, modify, encumber, or assign a security interest in Equipment without Corporate AV, LLC prior written consent. Renter shall use Equipment in a careful and proper manner in full accordance with manufacturer's instructions and specifications.

2. **RENT:** Renter will pay Corporate AV, LLC for the Services and rent for said Equipment as set forth on the Invoice on or before the Payment Due Date shown on the Invoice. All payments shall be made at Corporate AV, LLC office in US Dollars. Upon conclusion of the Term, if the total amount of the Rent has increased, Corporate AV, LLC will issue a separate invoice for the balance due, which shall be payable net 30 upon receipt of such invoice by Renter. If the total amount of the Rent has decreased, Corporate AV, LLC will issue a revised invoice upon expiration of the Term for the correct amount due under this Agreement and that invoice shall be payable by Renter within thirty (30) days of receipt of the revised invoice. Any and all additional and necessary costs not itemized on the Invoice must be approved in advance by Renter and shall be included on a separate invoice.

3. **RENTAL PERIOD:** Renter shall rent Equipment for at least the Term. The Term shall commence upon delivery of Equipment to Renter and shall continue throughout the Term or until Equipment is returned by Renter, whichever is later. Corporate AV, LLC may, at any time, at its sole discretion terminate this rental agreement by giving Renter written notice of its intention to do so. In such case, Renter shall be entitled to credit for any rents that were unearned due to such termination.

4. **RENEWAL:** This rental agreement may be renewed for a like or similar Term upon written agreement of the parties and all charges for the Equipment for the additional Term shall be at the daily rate shown on the Invoice.

5. **PRORATION:** If the Equipment is rented for any period after the Term has elapsed, the rent due Corporate AV, LLC shall be calculated as follows: For monthly rentals, rent shall be calculated on a twenty (20) day basis. Therefore, after 20 days of a month have elapsed, the entire month shall be considered earned. Prior to that time, rent shall be prorated by multiplying the Rent by the fraction resulting from dividing the number of days elapsed in the period prior to return by twenty (20). No proration of rents shall be made for renewal rental periods shorter than a month (week to week or day to day). Therefore, after any portion of a day has elapsed, the entire day shall be considered earned.

6. **EARLY CANCELLATION FEE:** If Renter returns Equipment before the entire Term has elapsed, Renter shall remain liable for 100% of the Rent shown on the Invoice and Renter acknowledges that it shall not be entitled to credit for any rents that were unearned due to such early return of Equipment.

7. DELIVERY, ACCEPTANCE & RETURN: Upon receipt and installation of the Equipment, Renter shall confirm with Corporate AV, LLC that all Equipment is acceptable and in good working order. Upon termination of this agreement. Renter shall return, at its own expense, all Equipment in substantially the same good order and repair to Corporate AV, LLC premises during Corporate AV, LLC regular business hours. Renter may utilize Corporate AV, LLC delivery and/or pick up service but will be charged the prevailing rate for such services. In either instance, Renter will remain fully responsible for Equipment unless and until receipt of Equipment is acknowledged in writing by Corporate AV Productions. Renter understands and agrees that a freight bill or other form of proof of delivery from a common carrier shall not, alone, suffice for this purpose due to the potential for concealed shortage or freight damage.

8. LOSS, THEFT & DAMAGE: Renter shall bear the risk of any loss, theft, damage, or destruction of the Equipment during the Term and while in the care, custody and control of Renter and shall insure the Equipment during such time. Renter shall maintain policies of commercial general liability and property damage insurance with limits of not less than 1,000,000 throughout the Term and shall name Corporate AV, LLC as additional insured(s) on such policy(ies) to insure Equipment against such risk of loss. Corporate AV, LLC reserves the right to request a certificate of insurance from Renter evidencing such insurance. If Equipment is not returned to Corporate AV Productions, Renter shall pay Corporate AV, LLC the full value of the Equipment ("Equipment Value") in addition to any outstanding rents or other charges due Corporate AV, LLC under this agreement. Renter shall pay reasonable repair charges for Equipment returned in damaged condition or full Equipment Value, whichever is less. Standard Repair costs are currently $150/hr plus parts.

9. SERVICE: During the Term, Corporate AV, LLC shall provide repairs on Equipment which becomes defective through no fault of Renter. In the event of any Equipment failure, Renter shall contact Corporate AV, LLC immediately and request instructions before returning Equipment for servicing. Under no circumstances will Corporate AV, LLC provide reimbursement for repairs, parts, or supplies provided by others unless specifically authorized in writing.

10. DEFAULT: Upon default by Renter, Corporate AV, LLC may terminate this agreement. If Renter fails to make timely payment, Corporate AV, LLC may treat such delinquency as a default and immediately retake possession of the Equipment without notice to Renter. Renter shall also be in default if it breaches any terms contained herein, or if any bankruptcy or similar proceedings shall be filed by or against Renter. If Renter does not return Equipment to Corporate AV, LLC immediately upon demand of it and Corporate AV, LLC is unable to retake possession of Equipment, Renter shall pay Corporate AV, LLC the full Equipment Value for the conversion of Corporate AV, LLC rental assets (Equipment) to personal use. Such sum shall be due immediately upon presentation of an invoice for same and shall be in addition to any outstanding rents or other charges due Corporate AV, LLC under this agreement. Notwithstanding return, repossession, conversion or termination, Renter shall remain liable to Corporate AV, LLC for:

- All past due amounts owing Corporate AV, LLC plus...
- Rent up to the date of return, repossession, or conversion plus...
- Payment of full Equipment Value for any equipment remaining unreturned, missing, or damaged plus...
- All other applicable charges including, but not limited to, Late Payment Charges, interest, pick- up and/or delivery charges, repair charges and/or the cost of replacement in the case of loss, theft or damage plus...
- All reasonable costs, fees and expenses incurred by Corporate AV, LLC in enforcing its rights hereunder, including, but not limited to, reasonable attorney's fees and court costs.
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11. LIMITATION OF LIABILITY: Renter represents and acknowledges that the Equipment is of a size, design, capacity, and manufacture selected by it, and that it is satisfied that the Equipment is suitable for its purposes. CORPORATE AV, LLC LEASES THE EQUIPMENT AS IS, AND, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, THE MANUFACTURER'S AGENT OR THE SELLER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN OR CONDITION OF THE EQUIPMENT. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Corporate AV, LLC or its suppliers be liable for any indirect, special, consequential, incidental, or exemplary damages including any damages arising from loss or interruption of business even if Corporate AV, LLC shall have knowledge of such potential loss or damage. Renter agrees that, unless a claim results from the grossly negligent acts or willful omissions of Corporate AV Productions, Corporate AV Productions' liability shall be limited to the amount of any security deposits and rents paid by Renter under this agreement after return of the Equipment to Corporate AV Productions. The provisions of this agreement allocate risks between Corporate AV, LLC and the Renter and the Rent reflects this allocation of risk and limitation of liability specified herein.

12. CREDIT: Renter certifies that all credit information provided to Corporate AV, LLC is true, correct, and complete. Renter acknowledges authorizing Corporate AV, LLC to provide and obtain information on credit experience both to and from other creditors and credit agencies or bureaus.

13. AUTHORITY TO SIGN: When the Renter under this rental agreement is an incorporeal entity, such as a corporation, the individual signing this rental agreement represents that they have full authority to execute this agreement on behalf of the Renter.

14. GOVERNING LAW AND JURISDICTION: THIS RENTAL AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF CALIFORNIA WITH RESPECT TO AGREEMENTS ENTERED INTO, AND TO BE PERFORMED, ENTIRELY IN CALIFORNIA. BOTH PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM THIS RENTAL AGREEMENT. RENTER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE COURTS OF CALIFORNIA, AND THE FEDERAL COURTS SITTING IN THE STATE OF CALIFORNIA, FOR THE RESOLUTION OF ANY DISPUTES HEREUNDER.

15. ENTIRE AGREEMENT: This rental agreement constitutes the entire agreement between Corporate AV, LLC and Renter with respect to the lease of the Equipment and provision of Services. No amendment of, or any consent with respect to, any provision of this rental agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOT OTHERWISE SPECIFICALLY PROVIDED TO THE PARTIES IN THIS RENTAL AGREEMENT, EACH PARTY HEREBY WAIVE ANY AND ALL RIGHTS OR REMEDIES CONFERRED UPON IT UNDER THE CALIFORNIA COMMERCIAL CODE, AND ANY OTHER APPLICABLE SIMILAR CODE OR STATUTES OF ANOTHER JURISDICTION, WITH RESPECT TO A DEFAULT BY THE OTHER PARTY UNDER THIS AGREEMENT.

16. ATTORNEYS' FEES: Should either party institute any action or proceeding to enforce this rental agreement, the prevailing party shall be entitled to receive from the other party all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees. RENTER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Renter	Signature	Date
Corporate Audio Visual	Signature	Date