

RENTAL AGREEMENT

LAMA RENTALS

**ALIAKSANDR SHEUCHYK
TERMS AND CONDITIONS**

NAME OF COMPANY ENTERING INTO AGREEMENT	NAME OF COMPANY REPRESENTATIVE
STREET ADDRESS	PHONE NUMBER(s)
CITY / STATE / ZIP	EMAIL

OVERVIEW

The following 15 provisions detail the rental agreement between whoever is renting, be it a company or individual ("the client") and the provider of the rented items ("Aliaksandr Sheuchyk"). This legally binding agreement is to be kept on file and used for all future rentals between the client and Aliaksandr Sheuchyk. By booking equipment through ShareGrid, email, phone, or any other communication method, the client agrees to all terms and conditions listed below, regardless of whether this document is physically signed.

EXAMINATION AND TEST

1. The client acknowledges that they have examined and tested the items of equipment being rented and that the same are in good working condition and accepts the same as is, and without any rental reductions or claims therefor. The client acknowledges that this equipment is leased without warranty or guarantee of any kind express or implied and that Aliaksandr Sheuchyk assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Client shall return to Aliaksandr Sheuchyk, at client's expense for exchange for other equipment, any item of equipment listed herein which subsequent to delivery becomes inoperable. This provision shall not relieve client of responsibility in the event of damage, destruction or non-return.

DELIVERY

2. The client is considered to have taken delivery of the equipment and therefore assumes all risks of loss from the time that the equipment is set aside from Aliaksandr Sheuchyk general rental inventory for client's use. Client is responsible for any damage caused to the equipment, property, or persons during testing. Once the client has taken delivery of the equipment, client's responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on the client's own premises and while in use, or storage at Aliaksandr Sheuchyk. Client is responsible for all equipment, which is picked up or stored by Aliaksandr Sheuchyk for client's ultimate use. Aliaksandr Sheuchyk shall be acting as client's agent in storing any such property, which belongs to third parties. All risk of physical loss to property, which is transported or stored by Aliaksandr Sheuchyk for client's benefit shall remain the client's responsibility.

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USE OF EQUIPMENT

3. The equipment leased hereunder shall be used only by duly qualified employees and/or agents of client and in strict accordance with the laws of its location and with the use contemplated in this agreement. The client shall keep the equipment leased hereby in client's sole care, custody and control, and shall not permit the leased equipment to be used in violation of any federal, state or municipal statutes, rules or regulations, and indemnifies and holds Aliaksandr Sheuchykh harmless of any and all fines, forfeitures, penalties and for the violation of any statute, law or ordinance, rule or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without prior written consent of Aliaksandr Sheuchykh

RETURN, REPAIR, OR MAINTENANCE

4. If any item of equipment is returned in a damaged or destroyed condition or if any such item is not returned for any reason (including but not limited to, destruction, confiscation, theft or act of God), client specifically agrees to pay Aliaksandr Sheuchykh the cost to replace the same item or the closest comparably equipped model, at current retail price less any discounts available, without deduction for depreciation. If any item is returned in a repairable, damaged condition, client shall pay to Aliaksandr Sheuchykh the cost of such repairs as determined by Aliaksandr Sheuchykh. In determining whether equipment shall be replaced or repaired, Aliaksandr Sheuchykh judgment shall be conclusive upon client. Notwithstanding anything to the contrary in this agreement and regardless of when client pays Aliaksandr Sheuchykh the monetary value of the leased equipment or the cost of repairing the leased equipment in the event of loss or damage to the leased equipment, the client shall be liable to pay rent at the rate provided in the most current edition of the rental catalogue, website listing, or current platform profile (e.g. ShareGrid), at the full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the rental contract, until the equipment has actually been repaired or replaced and returned to Aliaksandr Sheuchykh rental inventory and client acknowledges that there may be delays in repair or replacement attributable to causes beyond Aliaksandr Sheuchykh control.

All repairs are to be carried out by the manufacturer or service establishment as approved by Aliaksandr Sheuchykh. The acceptance of the return of the leased equipment is not a waiver by Aliaksandr Sheuchykh of any claims that it may have against client, nor a waiver of claims for latent or patent damage to the equipment.

RATES AND LATE CHARGES

5. The Terms of payment are based upon credit information at the time of rental. Should there be any change in such information, client agrees that Aliaksandr Sheuchykh is privileged to revise the terms of payment without further notice. The first rental day shall be the day of delivery to client. The last rental day shall be the day of return if such return is after 11:00 AM. When on daily schedule, daily rate will be charged for Sundays and holidays if equipment is used. Rent is payable upon receipt of invoice. All invoices not paid within 15 days may bear late charges at the rate of 1.5% per month (18% annually). If Aliaksandr Sheuchykh places the account in the hands of an attorney or collection agency for collection, client agrees to pay reasonable attorney's fees and court costs, which may accrue. Rental rates will not be applied to the purchase price of any equipment listed herein. In case of cancellation, Aliaksandr Sheuchykh shall be entitled to compensation, not to exceed the lease payments, for any losses that Aliaksandr Sheuchykh may sustain because of the cancellation of all or part of an order. Charges may apply in consideration of Aliaksandr Sheuchykh preparing, holding in reserve or sub-renting equipment on your behalf. By keeping Aliaksandr Sheuchykh informed of your shooting schedule you can either minimize or avoid cancellation fees.

TITLE AND OWNERSHIP

6. Client specifically acknowledges Aliaksandr Sheuchykh superior title and ownership of the equipment and shall keep the equipment free of all liens, levies and encumbrances. Client acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bonds and all costs imposed upon the leasing or use of said equipment. Client agrees not to remove or cover the tag or nameplate on the equipment showing ownership by Aliaksandr Sheuchykh.

INDEMNITY AND LIABILITY

7. Client agrees to indemnify Aliaksandr Sheuchykh and to hold Aliaksandr Sheuchykh harmless from any and all claims, actions, suits, proceedings, costs, expenses, damage and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the personnel provided hereunder, including without limitation and manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment. Aliaksandr Sheuchykh shall not be liable for any loss or damage of any kind, whether caused by negligence, or otherwise resulting from any delay, detention, late delivery, non-delivery, defect or deficiency in leased equipment or other materials supplied, handled, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any personnel or service provided by Aliaksandr Sheuchykh.

INSURANCE

8. Client must insure all of the equipment. Client shall, at its expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full current replacement cost without deduction for depreciation, and for loss of use (rents) of equipment. Coverage must begin from the time client and/or its agents accept delivery of the equipment and must continue until the equipment is returned to Aliaksandr Sheuchykh. Client shall deliver to Aliaksandr Sheuchykh, upon request, evidence of the insurance coverage, typically a certificate of insurance satisfactory to Aliaksandr Sheuchykh, showing liability coverage, and property insurance prior to taking possession of the equipment. Such insurance shall be written by reputable insurers acceptable to Aliaksandr Sheuchykh; clients' insurers shall agree to be the primary insurers of such equipment during the rental period. Notwithstanding this paragraph, client shall remain primarily liable to Aliaksandr Sheuchykh for full performance under the terms and conditions of the rental contract. Aliaksandr Sheuchykh may enforce its remedies directly against you without resort to your insurance. Clients insurance shall be on a worldwide basis, it shall name Aliaksandr Sheuchykh as loss payee for loss or damage to the property and shall cover "All Risks" of loss or damage for equipment. All policies shall provide for 10 days written notice to Aliaksandr Sheuchykh before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source. Client shall name Aliaksandr Sheuchykh as an additional insured on client's liability insurance and client's liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit. Clients' insurers shall agree that Aliaksandr Sheuchykh rights under the insurance coverage as described in the preceding paragraphs shall not be affected by any act(s) or neglect or breach of condition by client, other than non-payment of the insurance premiums. Should the client fail to procure or pay the cost of maintaining in force the insurance specified in the rental contract or to provide Aliaksandr Sheuchykh upon request with satisfactory evidence of the insurance, Aliaksandr Sheuchykh may, but shall not be obligated to, procure the insurance and client shall reimburse Aliaksandr Sheuchykh on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

FOREIGN USE

9. All leased equipment that is due to leave the United States must be registered with U.S. Customs prior to departure. Aliaksandr Sheuchykh will provide client with a manifest giving serial number, country of origin, and value of equipment at client's request. Adequate bonds and

customs fees are to be provided by and paid for by client. Any delay due to client's failure to register leased equipment shall be charged as a normal day until equipment is returned to Aliaksandr Sheuchyuk.

SHIPPING COSTS

10. All air or surface shipments of leased equipment made on behalf of client by company will be shipped collect for freight charges and insurance. All leased equipment returned to Aliaksandr Sheuchyuk by client must be shipped pre-paid.

VENUE

11. This agreement shall be governed by the laws of the State of California and should any legal proceedings arise out of this agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorney's fees.

AUTHORITY

12. If client is a corporation, the person signing this agreement on behalf of such corporation hereby warrants that he has full authority of such corporation to sign this agreement and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Aliaksandr Sheuchyuk under the terms of this agreement.

SECURITY DEPOSIT (FOR DIRECT RENTALS)

13. Client agrees to pay a refundable security deposit prior to receiving the rental equipment. The amount of the deposit is determined by Aliaksandr Sheuchyuk depending on the value and risk level of the equipment rented. In case of loss, damage, or failure to return the equipment, this deposit may be fully or partially withheld at Aliaksandr Sheuchyuk discretion.

ACCEPTANCE OF TERMS (INCLUDING SHAREGRID BOOKINGS)

14. By proceeding with any rental through ShareGrid or any other method, the client confirms that they have reviewed and agreed to the rental terms published at www.lamarentals.com/terms. These terms apply to all rentals, including rentals made without a signed document.

ENTIRE AGREEMENT

15. This agreement expresses the entire agreement between the parties and changes thereto must be in writing.

READ AND UNDERSTAND

By signing below, the client hereby certifies that they have read and fully understand all the provisions of this agreement prior to executing this agreement.

SIGNATURES (FOR NON-SHAREGRID BOOKINGS)

PRINT NAME:

SIGNATURE:

DATE: