



Unit 6, Atlantic Point, Wimbourne Road, Barry, CF63 3RF (Sat Nav: CF63 3AA)

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RENTAL AGREEMENT

1. In consideration of amounts as agreed between the parties Hayes Studio, and the Customer identified above (the Customer) agrees to provide rental equipment, labour or services listed on the job order referenced above, subject to the terms and conditions set forth herein.

Accrued rental prices do not apply against purchase price. The Customer has the privilege to examine and test equipment at the time of rental. Hayes Studio does not guarantee, assume responsibility, or make any representations for the performance of said equipment.

2. During the term of the rental and at all times when the equipment is in the custody of the Customer, the Customer shall maintain the equipment in good condition and repair. At the end of the term hereof, or at its earlier termination, the Customer shall, at its cost and expense, deliver and return the equipment to Hayes Studio in good condition and repair, reasonable wear and tear expected.

3. The Customer hereby assumes full responsibility for the equipment rented and agrees to compensate Hayes Studio to the extent of the full replacement value, without any allowance for depreciation, should any item of said equipment not be returned or be returned in a damaged or broken condition, due to any cause whatsoever. The Customer further agrees to compensate Hayes Studio in rent for any time lost as a result of replacement or repairs to damaged or broken Equipment.

4. The Customer agrees that Hayes Studio shall not be liable for any personal injuries or other damage sustained while using the rental equipment. The Customer further agrees to keep Hayes Studio and Hayes Studio's subsidiaries and their respective officers, directors, employees and agents free and harmless from any loss, damage, responsibility or obligation sustained by the Customer or any other person, arising out of the use or possession of the rental equipment. The Customer shall notify Hayes Studio promptly of any accident involving the equipment herein rented.

In connection with the Customer's use of the rental equipment, the Customer shall obtain and maintain, at his sole cost the expense of comprehensive general liability, including but not limited to liability for bodily injury and personal injury insurance in the amount of One Million pounds (£1,000,000.00), property damage insurance in an amount equal to the total value of the equipment being rented for each occurrence.

5. The Customer shall keep Hayes Studio informed at all times of the location of the rental equipment. Rental of all equipment must be paid for the period of time it is in the Customer's custody and until its return to Hayes Studio. No allowance will be made for unused equipment.



6. The Customer acknowledges that it has received printed or verbal instructions on proper operation of the rental equipment and assumes all risk in the use and operation of said equipment and shall be responsible for providing proper safety devices and equipment or safeguard users or operators of the equipment herein rented and for installation of the equipment in safe and adequate facilities, in order to comply with all Health and Safety regulations, and all industry standards.
7. It shall be lawful for Hayes Studio or its agents at all reasonable times to enter the premises where the equipment is kept for the purpose of viewing the condition of said equipment.
8. If the Customer breaches any of the terms, conditions or provisions of this agreement, or if any action, execution or other writ of process shall be issued in any action or proceeding against the Customer, whereby the equipment may be seized, or taken, or if a proceeding in Bankruptcy or insolvency shall be instituted by, or against the Customer, or its property, Hayes Studio shall have the right to take immediate possession of the equipment, and for such purpose, Hayes Studio may enter upon any premises where the equipment is located and remove the equipment therefrom, with or without force, or notice of its intentions to take the equipment, without being liable in any suit or action or other proceeding instituted by the Customer.
9. Upon Hayes Studio retaking possession of said equipment, pursuant to the provisions of the preceding article hereof, this agreement shall thenceforth terminate without prejudice to any claim for arrears of rent, if any, or on account of any preceding breach or breaches of this agreement, or the loss of rental for the balance of the unexpired term herein, or for any other claim that Hayes Studio may have against the Customer.
10. The Customer shall not sublease, loan or otherwise permit the equipment to be used by another person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the Customer personally and/or his assigned agents.
11. The Customer agrees not to remove or cover the tag, nameplate or logo on the equipment showing ownership by Hayes Studio.
12. The Customer agrees to pay all reasonable legal fees and costs incurred by Hayes Studio in protecting its right or property under this agreement, or in any action or proceeding against the Customer for a breach of this agreement.
13. The acceptance of the return of the rented equipment is not a waiver by Hayes Studio of any claims that it may have against the Customer, nor a waiver of claims for latent or patent damages to the equipment.
14. The acceptance of any rent or other payment or any portion thereof, and after default of the Customer, shall not be deemed to operate as a waiver of the Renter's right to enforce the payment of rent or other payments herein provided for, or to terminate this agreement and recover possession of its equipment. The failure to insist upon strict compliance with the terms and conditions of this agreement, even after a breach of any provision or after default, shall not be construed as a waiver of any of Hayes Studio's rights under this agreement.



15. The Customer acknowledges that there is no guarantee on bulbs and agrees to pay for bulbs broken, burned out (and not returned) or damaged from any cause. The Customer shall return all burned out, broken or damaged rental bulbs to Hayes Studio.

16. The Customer agrees not to pledge, mortgage or in any way encumber the property rented herein.

17. It is understood and agreed that the original price quote may not include added equipment, expendables, other services or tax, which will be added to invoices as they become due.

No terms, representation or warranty express or implied, not herein set forth in writing shall bind Hayes Studio. This agreement contains the entire understanding between the parties including representation and may not be modified except by another agreement in writing, signed by both parties to this agreement.

Signature of Customer or Agent

Date

Print name

Job Reference / Order Number

NOTES:

The Renter has the privilege to examine and test equipment at the time of rental. The owner does not guarantee, assume responsibility, or make any representations for the performance of said equipment. The Renter acknowledges that he/she has received the equipment above described in good workable mechanical condition.