

THE WASHINGTON SOURCE

TERMS AND CONDITIONS

1. It is agreed that the lessee will test the equipment herewith rented within 24 hours from this date and prior to utilizing the same for any purpose and in the event the same is not in good working order, lessee agrees to forthwith return the said equipment for replacement or repair. Upon failure to return said equipment then it is agreed that thereafter all defects discovered or resulting during the use of the equipment while in the possession, custody or under control of the lessee, are the sole responsibility of the lessee who assumes the sole and exclusive liability for the consequences resulting from the use of the equipment and in addition, liability for the damage to the equipment of the same is under lease. Any defects herein referred to shall apply whether the same are latent or patent. The lessee exclusively assumes all responsibility for injuries to person or property including but not limited to filmed sequences and all costs incurred in obtaining same, resulting from or attributable to said equipment, without limitation or restriction and whether resulting from or arising out of negligence or breach of warranty on the part of the owner. Lessee agrees that it will not sub-let equipment without the written consent of the Lessor. This paragraph shall be applicable to all future rentals by lessee from the Lessor whether signed for or not, lessee agreeing that the terms of this paragraph shall always be in effect in lessee's dealings with the Lessor.
2. In no event shall Lessor or Vendor be responsible to Lessee or Purchaser for any alleged loss of profits, damages or other expenses alleged to have arisen out of the use of any equipment leased or sold herein. Any claims in this respect are expressly waived by the Lessee or Purchaser. Repair or replacement of any equipment becoming damaged or inoperative after receipt by Lessee or Purchaser shall be at the sole option of Lessor or Vendor and shall not reduce rental or purchase price unless expressly agreed in writing by an officer of Lessor or Vendor. In the event repairs are necessary, equipment is to be returned to Lessor for all necessary repairs.
3. The Lessee or Purchaser agrees to keep and maintain rental equipment and supplies in good condition, reasonable wear and tear excepted and assumes full responsibility for the value of such equipment and supplies until such rented items are returned in good order to the actual possession of the Lessor. Rental fees shall be payable until the rented equipment and supplies are returned to the Lessor (at Lessee's sole cost and expense), or until replaced in actual kind or until payment in full is made for lost or damaged rental equipment and supplies, regardless of cause of loss or damage. Lessor or its agents may at all reasonable times enter premises where leased equipment is located in order to inspect the condition of equipment.
4. If the Lessee or Purchaser shall default in any of the terms, covenants or conditions hereof or in punctually making any payments due hereunder, or in any execution of other writ or process shall be issued in any action or proceedings against Lessee or Purchaser whereby the said equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or Purchaser, or in the event any judgment is obtained against Lessee or Purchaser or if in the sole judgment of Lessor or Vendor, the equipment leased or sold is being improperly used, then and in such event Lessor or Vendor shall have the option to immediately take possession of such equipment and shall have the right with its agents and employees to enter any premises where the equipment may be and to remove the same with or without force and with or without notice, without being liable to any suit or action or proceeding by Lessee or Purchaser for such acts. Rent shall be payable in any event until the date the equipment is returned or retaken. Any reference in this paragraph to Purchaser shall not include any Purchaser who has paid the full price for equipment or supplies purchased, and who has taken title to equipment and/or supplies.
5. The Lessee shall not underlease the said equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the Lessee personally.
6. The Lessee agrees not to remove or cover the tag or name plate on the equipment showing ownership by Lessor.

7. The Lessee hereby agrees to be an insurer of any equipment leased hereunder for the period said equipment is away from the premises of Lessor against any loss whatsoever and to assume full responsibility for all such equipment rented. Such insurance shall be for the full replacement value of said equipment, and shall cover insurable loss or damage from any cause whatsoever. The insurance policy covering such loss shall be immediately delivered to Lessor together with receipt for premiums thereunder. Lessor shall be named on said insurance policy as beneficiary. The insurance policy shall be with a reputable insurance company, and all monies due for loss of any type covered shall be payable to Lessor as beneficiary. Nothing herein shall reduce Lessee's liability for any such loss or damage provided its liability shall be reduced to the extent of any payment by said insurance company. In the event of damage or loss of equipment. Lessor may at his option file a claim with Lessee's insurance company and take all necessary actions to recover for all losses or damages. The Lessee shall not remove any equipment from the address herein set forth without prior notification to Lessor and obtaining a consent in writing from Lessor for such removal.
8. It is expressly understood that rentals for equipment shall continue to be payable regardless of any claim of loss or defect in the equipment
9. The Lessee does hereby grant to Lessor an unconditional option to terminate this agreement on 24 hours written notice by registered mail, certified mail, or personal service. On the occurrence of said event, the Lessee shall immediately return to Lessor at the Lessee's risk and expense, the equipment in the same condition as when first rented.
10. The Lessee agrees to pay all reasonable attorney's fees and costs incurred by Lessor in protecting its rights or property under this agreement. Should the Lessor be compelled to commence any action against the Lessee for any sum due and owing under this agreement, the Lessee does hereby agree to pay Lessor 15% of the amount due and owing as reasonable attorney's fees plus costs and interest.
11. All reasonable costs to service and maintain said equipment on the premises of the Lessee by the Lessor shall be borne by the Lessee, this shall include, but not be limited to, all costs for food, lodging, and transportation for representatives of the Lessor, should said representative be deemed necessary.
12. The acceptance of the return of the rented equipment is not a waiver by Lessor of any claim that it may have against the Lessee, nor a waiver of claims for latent or patent damage to the equipment.
13. The Lessee further agrees that the leased property described within will not be taken from the ground in an airplane or any other machine used for air travel either lighter or heavier than air, nor will the leased property be taken on or under any body of water by any means, without written consent of the Lessor.
14. The Lessee indemnifies and holds The Washington Source for Lighting, Inc. harmless of any and all claims regarding bodily injury, including death, and / or physical damage whether such damage and / or loss be due to fire, theft, accident or any other cause.
15. Accrued rental prices DO NOT apply towards purchase price, except by another agreement in writing, signed by both parties to this agreement.
16. The remedies granted Lessor / Vendor under this agreement shall be cumulative and not be limited to any single particular remedy.
17. This agreement contains the entire understanding between the parties, including representations and may not be modified, except by another agreement in writing, signed by both parties to this agreement.
18. This agreement shall remain in effect even in the event that any one or more clauses are not upheld; the Lessee shall be responsible for upholding the remainder of the clauses and shall be liable for restitution and damages in regards to all broken clauses.
19. No terms, representations or warranty, express or implied, not herein set forth in writing shall bind Lessor / Vendor.
20. A finance charge of 1-1/2% per month, which is an annual percentage rate of 18%, will be made for any past due balances 30 days or over.