



RUM BUM FILMS™ EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT, entered into by and between \_\_\_\_\_ ("Customer"), and Rum Bum Films and High Definition Studios, LLC ("Rum Bum"), (collectively, the "parties"), on the date here in below set forth.

1. Terms of Agreement. The parties are bound by the terms and conditions of this Agreement with regard to all accessories, equipment, services and/or supplies (collectively, "equipment"), rented by Customer, from Rum Bum, from the date of this Agreement until amended, modified, or terminated. This Agreement is deemed to be incorporated, by reference, in any other rental documents, invoices, orders, or receipts, between the parties.

2. Non-Exclusivity. This is a non-exclusive Agreement. Nothing herein contained shall obligate Customer to rent from Rum Bum, nor Rum Bum to rent to customer during the life of this Agreement. However, in the event of any rental transactions between the parties hereto, this Agreement shall govern, unless and until it has been amended, modified, terminated. This is a rental agreement, not a sale, conditional or otherwise.

3. Price. Unless otherwise agreed to, in writing, by an authorized agent of Rum Bum, the price for any equipment shall be as specified by Rum Bum in its equipment rental catalog, in effect at the time, or in such other Rum Bum rental documents as may be in use, from time to time.

4. Warranty of Authority. Customer hereby warrants it has authority to enter into this contract and that any person which it directs or allows to receive equipment from Rum Bum and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of Rum Bum to confirm said person's authority to act on behalf of Customer.

5. Maintenance of Equipment. Customer agrees to keep and maintain all of the rental equipment in good condition and assumes full responsibility for all the equipment and supplies until the rented items are returned to Rum Bum. Customer agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on any of the equipment. Customer shall not alter, change, modify or make any additions, subtractions, or improvements to the equipment. Customer shall use the equipment only for its intended purpose and in strict conformity with the manufacturer's directions, labels, guidelines and warnings and pursuant to all applicable laws.

6. Insurance. Customer agrees to obtain, at Customer's sole expense, all-risk insurance coverage, equal to the replacement value without deduction for depreciation, for all rented equipment. The equipment must be insured by the Customer before it can leave the premises of Rum Bum and must include in-transit/shipment insurance coverage. Customer agrees to provide written certification and proof from Customer's insurance company of said all-risk policy, naming Rum Bum as the loss payee.

Company name listed above: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_



7. Lost and/or Damaged Equipment. In the event of any loss or damage to the rented equipment, Customer agrees to pay the rental rate during the period of time Rum Bum is deprived of the equipment and until such time as it is repaired or replaced. Customer must pay for replacement of any lost or irreparable equipment. Customer agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement, rather than repair of said equipment, is the replacement value as determined by the manufacturer's list price, at the time of said loss. From the time that the Customer picks up the equipment, until it is returned to Rum Bum, Customer remains responsible for any loss or damage to do it being lost, missing, misplaced, stolen, destroyed by fire or water, or Act of God, or otherwise.

8 Inspection of Equipment. Customer acknowledges that Customer's agent, by accepting equipment warrants, on behalf of Customer, that the equipment has been examined and tested by Customer and that the same is in good working order and condition. In the event equipment is shipped to Customer, failure to notify Rum Bum of any defects or problems with equipment, within twenty four (24) hours of receipt shall be conclusively deemed as an acknowledgment that all equipment has passed customer approval and is in good working order.

9. Exclusion of Warranties. CUSTOMER HEREIN ACKNOWLEDGES THAT ALL EQUIPMENT TO BE RENTED FROM RUM BUM WILL BE AS A RESULT OF CUSTOMER'S SOLE SELECTION, DISCRETION AND OPINION AS TO EQUIPMENT WHICH IT REQUIRES. ALL EQUIPMENT IS ACCEPTED BY CUSTOMER "AS IS". NO WARRANTIES OR REPRESENTATIONS ARE MADE BY RUM BUM OF ANY TYPE OR NATURE WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE PERFORMANCE OF CAMERAS, SERVICES, SUPPLIES, FILM OR OTHER EQUIPMENT RENTED. RUM BUM HEREIN EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, UNDER NO CIRCUMSTANCES, SHALL RUM BUM BE RESPONSIBLE OR LIABLE TO CUSTOMER, OR ANYONE ELSE, FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY EQUIPMENT RENTED OR THE ALLEGED BREACH OF ANY AGREEMENT DESCRIBED HEREIN, EVEN IN THE EVENT THAT RUM BUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification and Hold Harmless. Customer agrees to assume full responsibility and liability for the safekeeping and return of all rented equipment. Customer agrees to indemnify and hold harmless Rum Bum, and any other persons to which Rum Bum itself may be responsible to indemnify and hold harmless, from any and all liability, claims, damages, costs and expenses arising from Customer's use, misuse and/or possession of the rented equipment.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_



11. Returned Equipment. Acceptance by Rum Bum of the return of rented equipment does not waive any claims it may have against Customer for patent, latent or hidden damage to the equipment.
12. Inspection/Repossession of Equipment. Rum Bum is the sole Aand exclusive owner of the equipment, with all right, title and interest therein, and Customer acknowledges same. Customer agrees to admit any employee or agent of Rum Bum to enter the premises upon which equipment is kept for the purposes of checking the condition of the rented equipment and/or for purposes of repossessing the equipment, in the event the Customer is in default of payment under this Agreement.
13. Exclusive Possession/Non-Assignability. Customer shall not sublease, loan or trade any rented equipment, or assign this Agreement, to any other persons or entities, and said equipment shall, at all times, remain under the exclusive control and direction of Customer.
14. Cost of Shipment. When required, Rum Bum shall arrange for shipment of rental equipment to Customer and any and all shipment costs incurred by Rum Bum shall be a charge included against Customer's account.
15. Miscellaneous Provision for Liens, Charges, etc. Customer specifically acknowledges Rum Bum's ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. Customer further agrees that it shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the rented equipment.
16. No Liens. Customer shall keep the rented equipment free of all liens, levies or other encumbrances of any nature whatsoever.
17. Amendments. Any amendments or modifications to this Agreement shall not be binding, unless made in writing and executed by both parties.
18. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.
19. Binding Agreement. This Agreement shall be binding upon the parties, their successors, heirs and legal representatives.
20. Breach of Agreement/Termination. In the event of Customer's breach of this Agreement, by non-payment of rental fees or otherwise, Rum Bum may terminate the Agreement, on five (5) calendar day's written notice. In the event the Customer files a bankruptcy, or an involuntary bankruptcy is filed against Customer, or a Receiver is appointed therefore, Rum Bum may terminate this Agreement immediately, upon written notice. Either party may terminate this Agreement on seven (7) calendar days' written notice. Termination shall not affect any payments due or any other legal rights or remedies which may be available to the parties, under this Agreement, or otherwise. A service charge of 1.5% interest per month shall be added to all past-due accounts. If any dispute arises which is related to, or brought under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, disbursements, and expenses, at trial and all appellate levels.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_



- 21. Governing Law. This Agreement and all the rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.
- 22. Venue and Jurisdiction. In the event of litigation, the parties hereto unconditionally and irrevocably agree to venue and jurisdiction in the courts of Miami-Dade County, Florida.
- 23. Entire Agreement. This Agreement sets for the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior oral or written agreement between the parties with respect to the subject-matter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RUM BUM FILMS AND HIGH DEFINITION STUDIOS, LLC

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Its: Authorized Agent

CUSTOMER: \_\_\_\_\_ Witness: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CREDIT CARD INFORMATION

TYPE OF CREDIT CARD: \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_

NAME AS APPEARS ON CREDIT CARD: \_\_\_\_\_

SECURITY NUMBER ON CARD: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

CREDIT LIMIT: \$ \_\_\_\_\_

BILLING ADDRESS ON CARD: \_\_\_\_\_

AUTHORIZATION SIGNATURE: \_\_\_\_\_

PLEASE REVIEW AND SIGN;

THEN, PLEASE FAX TO RUM BUM FILMS

@ (305) 572-0101. THANK YOU FOR YOUR BUSINESS.