

**PACIFIC BACKLOT SERVICES
OFF THE LOT CUSTOMER
STANDARD TERMS AND CONDITIONS**

This agreement between Pacific Backlot Services (“PBS”) and the Customer relates to the equipment described in the Rental Contract. PBS has rented to the Customer named in the Rental Contract the equipment listed in the Rental Contract, at the prices specified in the Rental Contract. In the event the prices are not specified, they are as set out in PBS current Rental Price List.

THE EQUIPMENT IS RENTED ON THE FOLLOWING TERMS AND CONDITIONS:

PERIOD / TERM OF RENTAL, if any, is set out in the Rental Contract. In the event of delay in the return of the equipment, the daily rate during the period of delay will be the daily rate specified in the Rental Contract. The customer agrees to return equipment on or before 10:00 a.m., or as otherwise agreed, to on the day specified for return in the Rental Contract.

REPLACEMENT COST: Means the full replacement cost of the equipment as at the day the Customer takes Delivery of the Equipment.

TRANSPORTATION: The rental price is F.O.B. PBS warehouse. The Customer will pay all transportation and/or cartage charges from and return to the F.O.B. point. **VEHICLES:** All drivers of vehicles rented to the Customer must have the prior approval from PBS and be appropriately licensed to drive PBS vehicles.

CARE: The Customer agrees to properly protect all equipment from weather, to provide competent operators for the equipment and to return in as good condition as received, normal wear and tear excepted. PBS will have access to the equipment at all reasonable times for inspection. The risk and liability for any injury or damage to the equipment from any source or cause whatsoever, from the time the equipment leaves PBS’s warehouse until the equipment is returned to PBS at its warehouse, will be borne by the Customer, and the amount of any damage will be paid to PBS by the Customer on demand. Should any equipment be stolen or destroyed, the Customer hereby agrees to pay PBS the full replacement cost of the equipment on demand, inclusive of any courier charges, customs brokerage fees, or rush order premiums charged by the supplier.

INSURANCE: The Customer will at all times during the rental period maintain in full force and effect insurance satisfactory to PBS covering all equipment (including vehicles), at full replacement cost. Insurance coverage must begin from the time the equipment leaves PBS warehouse and continue until the time the equipment is returned to PBS warehouse in good working order. Lapse or cancellation of the required insurance will be a breach of this Agreement and will entitle PBS to immediately repossess the equipment. Should the Customer fail to provide to PBS written proof of insurance satisfactory to PBS twenty-four hours prior to the equipment leaving PBS warehouse or fail to pay to its insurer the cost of maintaining the insurance in full force and effect, PBS may but is not obligated to procure suitable insurance at the expense of the Customer.

CREDITS: The Customer agrees to make good faith reasonable efforts to give credit to PBS on all positive copies of all film or television productions that may be produced with the equipment. The Customer is not obligated to give credit to PBS. Where credits are granted they will appear as appropriate, as follows:

- a. Production Equipment supplied by Pacific Backlot Services and/or
- b. Camera and Lighting Equipment supplied by Pacific Backlot Services and/or
- c. Lighting Equipment supplied by Pacific Backlot Services.

Where graphic images or logos are granted the credit will include PBS logo. PBS will supply the Customer with its logo, on request and at no cost.

IDENTIFICATION: The Customer agrees not to remove any barcode label, tag or nameplate affixed to the equipment.

REPAIRS: If the equipment becomes damaged during the period of rental, the Customer will immediately notify PBS that repairs are necessary. In no case will such repairs be attempted by the Customer without authorization from PBS. The Customer agrees to pay PBS for any required repairs at PBS prevailing rates for the work required. In the case of damage so serious that it would not be practicable to repair the equipment, the Customer agrees to pay on demand to PBS the full replacement cost of the equipment.

EQUIPMENT REPRESENTATION: The equipment covered by this Agreement is represented to be in good working order. It is expressly understood that PBS is in no way responsible for the engineering in connection with its use, or in the results accomplished by the equipment, or accidents resulting from its use, and PBS does not represent to the Customer that such equipment is suitable, or will be suitable, for any particular type of work.

ACCEPTANCE OF EQUIPMENT: The Customer agrees that delivery to the Customer is complete upon the Customer's representative, employee or agent signing the Out Contract and taking physical delivery of the equipment as specified in the Out Contract, from PBS's warehouse, or otherwise accepting delivery. The equipment is deemed to be in the care and custody of the Customer immediately upon such delivery. The care and custody of the Customer ceases when the equipment is returned to PBS's warehouse in good working order.

ASSIGNMENT: The Production shall not assign or sublet any interest in this rental or the equipment or permit the equipment to be used by anyone other than the Production or Production's employees, without Company's prior written consent.

TERMINATION: If the Customer fails to pay the rent specified in the Rental Contract when due, or becomes bankrupt or insolvent, or a receiver is appointed to manage its affairs or it violates any provision of this agreement or if the equipment is levied upon or becomes liable to seizure, PBS may, at its option, terminate the Agreement without five (5) days written notice to the Customer. Upon termination, PBS may take possession of the equipment without becoming liable for trespass and may recover all rent due under the Agreement, and full compensation for any damage to the equipment, and all costs incurred in retaking possession of the equipment. In the event PBS takes any legal steps to enforce terms of the Agreement, the Customer agrees to pay all reasonable legal fees and costs necessitated by such action.

INDEMNIFICATION: The Customer agrees, during and after the term of this Agreement, to indemnify and save PBS and its affiliates harmless from any and all claims, actions, liabilities, damage, costs or expenses arising, directly or indirectly, from the use of the equipment by the Customer unless caused by the negligence of PBS.

RETURN: Any acceptance of the return of/or repossession of equipment, or the granting of any indulgence by PBS will not constitute a waiver of any of PBS's rights under this Agreement.

TIME: Time is of the essence of this Agreement.

I HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS:

Signature: _____ Date: _____

Print Name: _____ Phone: _____