

*TERMS AND CONDITIONS*  
*New Deal Production Services LLC.*

*RENTAL POLICIES*

1. This agreement stating NEW DEAL PRODUCTION SERVICES LLC.'S RENTAL POLICIES must be signed by an authorized agent or officer of the company and returned to our office prior to pick up or delivery of equipment.
2. Minimum rental period is one calendar day.
3. All prices are on a per calendar basis. Weekly rates are available for a seven consecutive day period including the pickup/prep/travel day and the return/delivery/travel day. Equipment rentals are for agreed upon calendar days only. NEW DEAL PRODUCTION SERVICES LLC. must authorize extension of rental period. Unauthorized extensions will be charged at full daily rate and a minimum of a one day charge.
4. Orders for additional equipment loaded must be in by 3 p.m. on the business day before rental starts or customer incurs additional prep charges.
5. Orders may be picked up between 3:00 and 5:00 p.m. prior to the day of rental and must be returned before 10:00 a.m. the day following the last day of rental or incur an additional day's rental. Additional daily rental charges will be incurred for early pick-ups and/or late returns.
6. Cancellation of equipment within 24 hours of rental period will incur charges of 50% of the daily rental prices.

*INSTRUCTIONS*

1. It is assumed that each customer has an understanding of the operating procedure for each piece of equipment ordered. NEW DEAL PRODUCTION SERVICES LLC. will provide instructions regarding use of equipment at the customers written request, but cannot be held responsible for the completeness or accuracy of the instructions. Proper care, operation, application and understanding of equipment are the sole responsibility of the customer.

*TERMS*

1. Payment in full is expected at the end of the rental period except where otherwise required or agreed upon by NEW DEAL PRODUCTION SERVICES LLC.
2. Credit accounts will be granted only upon approval of credit application or otherwise approved by NEW DEAL PRODUCTION SERVICES LLC. Net amount due within 10 days after agreed date for return of equipment. Two percent per month. (24% per annum) will be charged on accounts unpaid over 30 days from date of invoice.

*DELIVERY*

1. Only NEW DEAL PRODUCTION SERVICES LLC. approved drivers will be allowed to deliver grip/lighting packages however, they are your freelancers and will be paid by you. All drivers will be paid portal to portal from our facility in Suffolk, Virginia.
2. Customer is responsible and liable for all equipment and vehicles from the time said equipment leaves NEW DEAL PRODUCTION SERVICES LLC. until the time the equipment and vehicles return.
3. Rental price does not include freelancers wage for delivery, fuel, oil, or mileage. Customer is responsible for all tolls, permits, parking fees, and any parking violations.

*LOST/DAMAGED EQUIPMENT*

1. Customer is responsible for any damage to equipment other than normal wear and tear, the extent of which is to be determined by NEW DEAL PRODUCTION SERVICES LLC.
2. Burned out bulbs must be returned for credit. Broken or unreturned bulbs will be charged at list price without deduction for depreciation.
3. In the event of loss or damage to rented equipment, customer agrees that the value of the equipment shall be listed in the manufacturer's current retail price less any discounts without deduction for depreciation plus any shipping or taxes when applicable.
4. In the event that any equipment is lost, stolen or damaged beyond repair, customer shall immediately pay NEW DEAL PRODUCTION SERVICES LLC. the current retail price less any discounts with out deduction for depreciation plus any shipping or taxes where applicable.
5. Acceptance of the return of the rented equipment does not waive claims against renter for latent or hidden damage to equipment.
6. Customer is also responsible for loss of rental income while equipment is being repaired or replaced. At no time will rental charges apply to purchase of equipment.
7. In case of equipment damage, a check for the amount of the insurance deductible is due at rental return.

*WARRANTY*

1. No warranty of performance is made for equipment beyond it being in working order when it leaves NEW DEAL PRODUCTION SERVICES LLC. The equipment is offered for inspection and test at the time of rental. NEW DEAL PRODUCTION SERVICES LLC. is not responsible for any loss resulting from the use of the equipment.
2. The equipment is used at customer's sole risk and customer will indemnify and hold harmless NEW DEAL PRODUCTION SERVICES LLC. from any and all claims, liability, costs, and expense arising out of customer's use or possession of the equipment.

*INSURANCE REQUIREMENTS*

1. Customer must provide NEW DEAL PRODUCTION SERVICES LLC. with evidence of **Comprehensive Liability Insurance** in an amount not less than \$500,000.00 bodily injury liability, property damage liability *or* combined single limit bodily injury and property damage liability.
2. **Automobile Liability Insurance** in an amount not less than \$500,000.00 in bodily injury liability, property damage liability *or* combined single limit bodily injury and property damage liability.
3. Prior to any rental customer must provide an original certificate of insurance naming NEW DEAL PRODUCTION SERVICES LLC. as Additional Insured/Additional Loss Payee.

*IN ADDITION*

1. Customer agrees that any dispute arising under this contract shall be determined in accordance with the laws of the State of Virginia.
2. Customer agrees to pay all attorney fees, court costs or other cost incurred by NEW DEAL PRODUCTION SERVICES LLC. in protecting its rights of property under this agreement or in suing the customer for breach of this agreement or the collection of monies due.
3. Customer agrees to admit NEW DEAL PRODUCTION SERVICES LLC. or agent thereof to enter premises upon which equipment is kept for the purpose of checking the state and condition of the equipment, for the purpose of repossessing the equipment in the event that the customer is in default of any terms of the rental agreement, whatsoever.
4. Customer agrees not to remove the rented equipment from the state of Virginia without obtaining written permission from NEW DEAL PRODUCTION SERVICES LLC.
5. This agreement comprises and contains the entire agreement between the parties, including warranties and representations, if any, and may not be modified, except by another written agreement signed by both parties. Nothing contained herein shall be deemed to create a joint venture and / or an agency relationship between the parties hereby.
6. Acceptance of rented equipment constitutes acceptance of all terms and conditions.
7. Expendable supplies are sold from the truck on an "as used" basis. All gel cut from the roll will be charged by the foot.
8. All equipment orders are considered "on hold" unless you instruct us otherwise. Should any equipment conflicts occur we will notify you. You may then choose to "confirm" or "cancel" your order. Any equipment "confirmed" by customer will be subject to cancellation charges.

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

Address : \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip : \_\_\_\_\_

Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_

Person responsible for paying this agreement: \_\_\_\_\_

Authorized Signature : \_\_\_\_\_

Date: \_\_\_\_\_

NEW DEAL PRODUCTION SERVICES LLC. \_\_\_\_\_

Date : \_\_\_\_\_