#### **Standard Business Hours:**

- 9:00am 5:00pm, Monday through Friday, with the exception of observed Holidays
- Additional Business Hours maybe available upon request, fees may apply
- Business Location: 1200 Cleveland Ave Columbus, Ohio 43201

#### **Rental Terms:**

- A Rental Period is defined as series of consecutive Rental Days.
- A Rental Period Gap is a break in the consecutive Rental Period days while still being a single Rental Period. A Rental Period Gap can not exceed 10 total days over the course of a single Rental Period and is only allowable as a granted exception to the standard Rental Period. Any Rental Period that requires a break in consecutive Rental Days without a approved Rental Period Gap, or breaks for more the 10 day over the course of a single Rental Period with an approved Rental Period Gap, will be billed as multiple Rental Periods
- A Rental Day is is defined as a consecutive 24 hour period.
- A Rental Rate includes a single Rental Day.
- A Rental Item is a signal inventory item with a listed Rental Rate
- A Rental Vehicle is a motor vehicle provided by Central Grip & Lighting as a Rental Item
- A Rental Day begins at 12:00am the first date of the Rental Period, unless an exception has been granted prior to the Rental Pick-up Date.
- A Rental Period does not include the Rental Pick-up date or the Rental Return date.
- An Equipment Order is the list of Rental Items and Billable Expendables required for a particular Rental Period.
- A Rental Customer is a business, group, or individual that will be listed as the billable entity.
- A Rental Customer Representative is the individual authorized by the Rental Customer to make binding agreements on behalf of the Rental Customer.
- Equipment Check-out is the opportunity the Rental Customer has to inspect their Equipment Order prior to taking receipt of it. This action must take place within the Standard Rental Pick-up hours unless an exception has been made prior to the Pick-up Date
- Equipment Check-in is the action of a Central Grip & Lighting representative taking an inventory of the returning Equipment Order and make note of any missing or damaged items as well as account for the use of any Billable Expendables.
- Billable Expendables are items included in Equipment Orders that can be used at an additional fee. A current list of Billable Expendables and the prices for their use is available on request. Billable Expendables that are not included in the Equipment Order or the Load List will not be provided. Additional Billable Expendables can be added to any order upon request, subject to availability.
- A Load List is the pre-build inventory list associated to a signal Rental Item
- A Business Day is 8 consecutive Business Hours, not required to be within the same calendar date.
  Example: One Business Day time period can start at 1:00pm on a Tuesday and end at 1:00pm on the following Wednesday, or 3:00pm Friday ending at 3:00pm the following Monday.
- Local Area is defined as the zone within a 30 mile radius from 1200 Cleveland Ave Columbus, Ohio 43201
- A Driver is an individual that is assigned the task of driving a Rental Vehicle. The Driver must be approved by Central Grip & Lighting, appointed by the Rental Customer, be legally authorized to drive, carry valid insurance, and have been issued a valid up to date Drivers License. Central Grip & Lighting retains the right to not approve any Driver without expressed reasons.

### **Rental Pick-up and Return:**

- The Standard Rental Pick-up Date is the business date that immediately precedes the Rental Period, with the possible exception of Rental Periods that begin on a Monday(see below)
- The Standard Rental Return Date is the date that immediately follows the Rental Period.
- Standard Rental Pick-up hours are between 10:00am & 4:00pm, Monday through Friday, with the exception of observed Holidays, on the "Pick-up Date" associated with the particular Rental.
- Standard Rental Returns must be made before 10:00am on the "Return Date" associated with the particular Rental, unless an exception has been granted prior to the Rental Return Date.
- Rental Returns are available 24hrs a day, everyday. If a return is required to be made outside standard business hours, coded access to a secure after hours drop-off zone will be supplied.
- For a "Rental Period" that begins on a Monday, Pick-up maybe be made available the previous Friday, subject to the full Rental Package beginning available that date. In the event the full Rental Package is not available for pick-up before 4:00pm that Friday, arrangements will be made for a weekend Pick-up with no additional charge.
- Delivery and Retrieval of Rental Packages can be made available by a Central Grip & Lighting representative upon request(additional fees apply)
- Rentals that require a Pick-up to be made outside the above listed standard terms can be made available upon request(additional fee may apply)
- Equipment Orders that include a Rental Vehicle will require a Central Grip & Lighting approved Driver, appointed by the Rental Customer. Drivers can be provided by Central Grip & Lighting upon request, subject to availability, applicable fees, and Rental Customer approval.

#### Warranties, Liabilities, and General Policies:

- Central Grip & Lighting warrants that all efforts will be made to supply any and all request Equipment in good working order.
- Central Grip & Lighting warrants that in the event of an unpredictable and unavoidable failure of any Central Grip & Lighting Rental Idem during the course of a Rental Period, that all efforts will be made on the part of Central Grip & Lighting to replace, fix, or make whole the Equipment Order with all hast.
- Rental Customers may not at any time sub-rent, release, or in any way transfer possession of Central Grip & Lighting Rental Equipment to a third party without written consent from an authorized Central Grip & Lighting representative.
- Rental Customers assumes all liability for all Central Grip & Lighting Rental Equipment and its use while in their possession. The possession period begins at the moment of Rental Pick-up and extends to the moment of Rental Return.
- All actions and liabilities of Rental Customer appointed Drivers associated with the use and transport of Central Grip & Lighting Rental Equipment will be assumed by the Rental Customer.
- Rental Customers are responsible and required to store the entirety of the Equipment Order in a secure location at all times while in their possession.
- For multiple day Rental Periods taking place in and around the Local Area, Rental Customers may arrange to storage their Equipment Order at the Central Grip & Lighting warehouse located at 1200 Cleveland Ave.
- The Rental Customer warrants that all Central Grip & Lighting Rental Items will be used in accordance with its designed intended use and operated by knowledgable, trained, and qualified professional personal only.
- The Rental Customer warrants that all Central Grip & Lighting Assets will be used with lawful indent only. Any unlawful actions taken on the part of the Rental Customer or anyone associated with the Rental Customer while using or in possession of any Central Grip & Lighting Assets will be the sole responsibility of the Rental Customer.

### **Billing & Payment Policies:**

- Prior to any Rental Period, the Rental Customer must have provided Central Grip & Lighting with a valid, up to date Certificate of Insurance(COI), listing Central Grip & Lighting LLC as the Certificate Holder and with an insured amount of no less then \$500,000 per occurrence.
- Prior to any Rental Period, the Rental Customer must have provided Central Grip & Lighting with a signed copy of this Rental Agreement.
- Prior to any Rental Period, the Rental Customer must have provided Central Grip & Lighting with a valid, up to date Vender Data Sheet.
- For new Rental Customers, 50%(or a \$100.00 minimum) of the first few Rentals will be billed upfront.
- A minimum of one Business Day prior to any Rental Pick-up, the Rental Customer must have provided Central Grip & Lighting with an Equipment Order list and Rental Period dates.
- Prior to any Rental Pick-up, Central Grip & Lighting will provide all Rental Customers with a quote for the total amount of payment that will be billed for the associated Rental. Subject to overages
- Prior to any Rental Pick-up, the Rental Customer must have provided verbal or written agreement to the quoted payment that will be billed. Failure to provided verbal or written agreement to the quoted payment that will be billed prior to Renal Pick-up may cause a refusal to release the Equipment Order. If any Equipment Order Pick-up is made on behalf of the Rental Customer without verbal or written agreement to the quoted payment that will be billed, the Rental Customer agrees that this action is an indication of agreement to pay the quoted amount.
- Returns made before 10:00am on a business day will be checked in that day, Central Grip & Lighting will send an Invoice for total rental cost within 24hrs of Equipment Check-in
- The Rental Customer accepts responsibility for any and all Equipment losses and/or damages that occur as a result of their Rental.
- The Rental Customer accepts responsibility for any and all use of Billable Expendables that occurs as a result of their Rental.
- The Rental Customer accepts responsibility for any and all Fees, Fines, and/or Expenses that occurs as a result of their Rental.
- Mileage will be assessed for all Rental Vehicles required to travel outside the Local Area or travel in excess of 100 miles over the total Rental Period. Mileage Rate will be set and the current market rate at the time of expense.
- Rental Vehicles that are Checked-in with less fuel then they had at the time of Check-out will be refueled to that amount and the fuel expense will be added to the Invoice.
- Invoices will be dated with the Rental Return Date
- Payment is due in full on or before 30 consecutive calendar days following the Invoice date. NET 30.
- Late payments are subject to fees and interest charges at the discretion of Central Grip & Lighting.
- Excessively late payment or multiple late payments can result in refusal of future Rentals or an adjustment of payment terms requiring full payment prior to Rental Pick-up, Cash On Delivery(COD)
- Central Grip & Lighting may, upon request, suggest, provide and invoice for a skilled labor force related to your Equipment Rental. Any and all laborers billed by Central Grip & Lighting will be done so in accordance with the Central Grip & Lighting Labor Billing Policies(see attached)
- Rental Items required for use of only a potion of a Rental Period, but Rental Customer possession of which includes the the whole of the Rental Period shall be billed at the whole of the Rental Period, unless an exception is granted.

### **Labor Billing Policies:**

- Any Laborer provided and billed by Central Grip & Lighting will be subject to the following terms
- It is understood that any Laborer required to drive an Equipment related vehicle shall be given 30 minutes on the clock in the beginning of and at the end of each work period to account for the daily Pick-up and Return of the Vehicle to and from a secure location.
- Any required travel time for any Laborer that exceeds 30 minutes that is outside the hours for the billable day, shall be included as part of the billable day.
- Any required travel time for any Laborer in a personal vehicle that exceeds 30 miles is subject to a billable mileage rate. Set at the market rate at the time of expense.
- Labor work days devoted solely for the purpose of traveling to a location where future work day/s will take place will be universally understood as "Travel Days" and billed at either an hourly rate, half day rate, or a full day rate at the discretion of the Laborer/s.
- Any requirement of Equipment Vehicle Drivers to operate an Equipment Vehicle after being on the clock longer the 12 hours in prohibited by law.
- All quoted Labor "Day Rates" are based on a consecutive 10 hour work period that begins at an individuals indicated call time for a particular work day.
- Overtime rates shall be based on an hourly rate calculated by dividing the quoted "Day Rate" by 10. Hours 11 and 12 of a consecutive work day shall be billed at the hourly rate multiplied by 1.5. All hours worked past 12 consecutive in a work day shall be billed at the hourly rate multiplied by 2.
- Unless agreed upon prior to accepting the job, all Laborers retain the right to refuse the option of overtime above and beyond the scheduled and agreed upon work day at the time of booking.
- A minimum break period of 10 hours between required work periods shall granted to all Laborers. If less then 10 hours is granted, then hours worked within the 10 hour turnaround period shall be billed at the standard 1.5 overtime rate. This rate does not effect the standard overtime clock for that same work day.
- A 30 minute break shall be granted at an interval of no more then 6 hours for the purposes of consuming a provided meal. Violation of this policy will result in additional Labor Fees.
- A full Day Rate will be billed for any work period of more 5 consecutive hours.
- A work period consisting of less then 5 consecutive hour worked may be billed as a "Half Day". All "Half Day" rates are equal to 80% of a Laborers full day rate. This percentage is based on a Labors requirement to devote the whole of a work day to even a "Half Day" job.
- The term "Hold" and/or "Light Hold" in regards to booking a Laborer shall be universally understood as a right of first refusal. The Laborer has the right to entertain other offers for the same time period and give right of first refusal to the original party placing the "Hold" and/or "Light Hold". If any 2nd party wants to "confirm" a Labor and the original party placing the "Hold" and/or "Light Hold" is not willing to "Confirm" the booking, then the Laborer has the right to accept the 2nd offer.
- The term "Confirmed" in regards to booking a Laborer shall be universally understood as an official hiring of that Laborer for agreed upon date/s. If an party "Confirms" a job it had a laborer holding for, that Laborer can not entertain other offers for the same date/s with out a release from the booking party. It is policy to only be granted a release from a "Confirmation" if a amenable replacement Laborer is provided at no additional cost.
- Cancellation of a Laborer on a "Hold" and/or "Light Hold" with less the 24 hours before the work day will result in a Cancellation Fee, bill at a "half Day" rate. Cancellation of a Laborer "Confirmed" with less the 7 calendar days before the work day will result in a Cancellation Fee, bill at a "half Day" rate.
- The hiring Production Company is required to provide a safe and secure work environment.
- The hiring Production Company is required to provide adequate private sleeping quarters to Laborers for work locations not located in or around a reasonable distance from the Local Area.
- The hiring Production Company is required to provide adequate daily meal compensation to Laborers on jobs requiring overnight sleeping arrangements. Per Diem
- Central Grip & Lighting Labor Invoices are subject to the same billing policies as Equipment Rental.
- Central Grip & Lighting Labor Invoices will be dated as the final Labor work date and must be paid in full on or before 30 consecutive calendar days following the Invoice date. NET 30.



By Signing this Agreement, the authorized Rental Customer Representative, on behalf of all current and future Rental Customer Representatives conveys receipt of, thorough examination of, full comprehension of, and full compliance to any and all terms and conditions described within the entirety of this document.

Rental Customer Company Name	
Rental Customer Representative Name	
Rental Customer Representative Company Title	
Signatura	Data