

Fantasee Lighting

(734) 699-7200

www.fantaseelighting.com

Rental Terms and Conditions

Effective 1/1/2010

Subject to Change without Notice

1. LEASE. Cust. has agreed to rent from FL the equip. listed on the rental invoice and, if applicable, to obtain services from FL as detailed on the rental invoice, subject to these T&C's.
2. TERM. The initial term of this rental or service commences upon receipt and ends on the date specified on the rental invoice, unless renewed in advance, by fax, email or signed agreement. An additional charge will apply to late equipment returns by Customer.
3. CANCELLATION. Customer may cancel this rental agreement by written notice delivered to FL no less than 36 hours prior to delivery or pickup by Customer. If cancellation is attempted less than 36 hours before equipment pick up, Customer must pay any reasonable costs incurred by FL to prepare the equipment for rental, transportation costs, etc.
4. RENT. Cust. will pay rentals for term indicated, whether or not equip. is used and will pay rent for each continuation term, which shall be due up to complete equip. return to FL. Requests for goods, labor, or other costs incurred due to circumstances beyond FL's control will be additional charges to Cust. All payments must be made in U.S. Dollars.
5. SPECIAL ORDERS. If an order is cancelled after issuing a Purchase Order or making a deposit, FL may pass along any restocking fee charged to them for the cancellation. FL may also charge for any irreversible costs incurred by the cancellation, i.e. credit card fees. A credit will be issued for any remaining balance from the deposit. No cash refund will be issued. FL will invoice for any charges not sufficiently covered by deposit monies received.
6. SECURITY DEPOSIT. A security deposit will be required, if indicated on the rental invoice. FL reserves the right to apply the security deposit to cover any Customer default. Upon lease termination, if Customer has fulfilled all terms/conditions, FL will return the security deposit balance.
7. DELIVERY AND PICKUP CHARGE / WAITING TIME. Cust. agrees to pay the Del and P/U charges. Wait time after 30 min. is \$45/hr.
8. INSPECTION. Customer will inspect all equipment upon receipt prior to any use and shall continuously inspect the equipment on a regular basis throughout the rental term. Unless Customer gives FL written notice of a defect within 48 hours after receipt of equipment, it shall be conclusively presumed that equipment is in acceptable condition.
9. USE. Customer shall use equipment in careful manner and comply with all laws and industry standards pertaining to its possession, use or maintenance. Customer agrees to have persons with experience and training to setup, operate and dismantle the equipment. Time spent correcting failures due to operator error will be billed to Customer.
10. LOCATION. The equipment shall be delivered and thereafter kept at the address on the contract and shall not be removed without prior written consent of FL. If the

equipment is to be used on a tour, the dates and locations are to be provided as part of this contract.

11. RESPONSIBILITY. Unless the rental invoice states that FL will dismantle the equipment at the end of the rental term and return the equipment to the FL warehouse, Customer shall return all of the equipment in good repair with cable neatly coiled and with equipment in the cases as received. Equipment shall not be considered returned until completely counted and checked by FL personnel on site or at the warehouse. Customer is to plan time on site to review equipment to be returned prior to the equipment leaving the building. The customer is responsible for being familiar with the proper use, care and operation of the equipment.

12. ALTERATIONS. Customer shall not make any alterations, additions or improvements to the equipment without FL prior written consent.

13. INDEMNIFICATION. Customer shall indemnify and hold FL harmless, and defend FL at Customer's expense from all claims, actions and suits arising from the use of equipment by any person, including Customer employees, arising for any reason or cause, except for willful misconduct on the part of FL.

14. LOSS AND DAMAGE. Cust. shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause. In the event of damage, loss, theft or destruction of equipment for any reason; Cust. shall notify FL in writing within 12 hours of discovery. If equipment is stolen, a police report is to be made by the Cust. on site. If FL determines that any item of equipment is damaged beyond repair, Cust. shall pay FL all of the following (a) all amounts then owed by Cust. to FL under this lease, (b) the fair market value of said item on the date of such loss. If any item of equipment is damaged, and in the opinion of FL may be repaired, Cust. agrees to pay the cost of complete repair, including freight and lost rentals while in repair or transit.

15. OWNERSHIP. The equipment is the property of FL. Customer will not acquire title to the equipment. Rental charges cannot be applied to any subsequent equipment purchase.

16. LIENS. Customer shall keep the equipment free and clear of all liens and encumbrances Customer shall pay all charges and taxes (local, state and federal) imposed upon possession and use of the equipment, excluding, however, taxes on the income of FL.

17. ASSIGNMENT. Cust. shall not (a) assign, transfer, pledge or otherwise dispose of this lease or (b) sublet or lend the equipment or permit it to be used by anyone other than Cust. employees or individuals under Cust. direct supervision. Cust. assumes all responsibilities for loss, theft, or damage to the equipment while in Cust. possession.

18. DEFAULT. If Cust. fails to pay monies owed or if Cust. fails to perform any other provision of this contract, FL shall have the right to exercise any of the following options: (a) sue for and recover all monies due accrued under this lease, (b) take possession of any or all of the equip., wherever located, without demand or notice, without any court order or other process of law, and without incurring any liability to Cust., for any damages occasioned by such taking of possession, (c) terminate this lease as to any or all items of equipment, (d) pursue any other remedy now or hereafter existing at law or in equity. Any action that FL may take, the Cust. shall remain liable for all its obligations. In addition, Cust. shall pay FL all costs and expense, including reasonable attorney fees, incurred by FL in enforcing this Lease. All such remedies are cumulative, not exclusive.

19. NOTICES. Any notice under this agreement shall be given in writing by mailing it to the recipient at the address on the rental agreement or at such address as the party may provide in writing. Notices shall be effective when deposited in the U.S. mail.

20. WARRANTY All equipment is tested in advance and offered for inspection prior to receipt. FL does not guarantee equipment against failure. FL will make every effort to correct a malfunction when notified. Customer is also to plan for time to thoroughly review, approve and then sign for the equipment when delivered on site or at time of pickup at FL. Customer is liable for consequential or incidental damages, repair and/or replacement of any components, including lamp burnouts not included in the rental inventory.

21. MULTIPLE LESSEES. If more than one Customer is named in this lease, then each lessee will be jointly and severally liable for all obligations under this Lease.

22. NOTIFICATION. The Cust. SHALL NOTIFY FL of all information related to an "occurrence" involving or in any way related to the leased equipment IMMEDIATELY, but in no event more than 12 hours, after the Cust. discovery of the same. An "occurrence" is defined as a disappearance, theft or injury to person or property by or around the leased equip.

23. ENTIRE AGREEMENT. This contract constitutes the entire agreement between FL and the Cust. A provision may be changed only in writing and assigned by an FL agent.

24. INSURANCE. The Customer agrees to maintain, carry, and provide proof of adequate liability, physical damage, public liability, property damage, and casualty insurance for the replacement cost of the equipment, including all risks or loss or damage covered by the standard extended coverage endorsement to cover any damage or liability, arising from the handling, transportation, maintenance, operation or use or equipment during entire rental period. The certificate of insurance and policy shall provide that FL shall receive not less than thirty (30) days prior notice to any cancellation.

25. OTHER TERMS. FL agrees to rent equipment to Cust. only on the terms stated here. FL does not agree to any different or additional terms proposed by Customer. Customer's acceptance of the equipment constitutes its agreement to be bound by the terms stated in the rental invoice for that equipment and these Equipment Rental Terms and Conditions.

26. MICHIGAN LAW. This Agreement will be governed by Michigan law, without regard to its conflict of laws rules. Customer consents to the exclusive jurisdiction of state or federal courts located in Michigan as the forum for any litigation concerning this Agreement.

27. If you do not sign this quotation, but authorize us to proceed with services by email, purchase order or verbal contract, you will be bound by our contract terms as stated.