

TERMS & CONDITIONS for HotCam New York, Inc and their Valued Clients

These Terms and Conditions form part of the rental contract (hereafter known as the "Contract") between you, the client (hereafter referred to as the "Client"), and HotCam New York, Inc, the rental company (hereafter referred to as the "Rental Company"), and apply to all the Equipment and/or vehicles (hereafter referred to as the "Equipment") rented by you. In event of a conflict these terms and conditions shall prevail.

PRE-PRODUCTION - TESTING THE EQUIPMENT

TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES). "The Client" will always have an opportunity to test and examine the Equipment to determine that it is in good working order. It is recommended that you check out the Equipment at the rental facility. "the client" acknowledges that they have inspected and tested all of the Equipment listed herein at the time of rental and agree that HotCam New York, Inc has made no warranties, expressed, implied, oral, written or otherwise, as to the condition, performance, operation, fitness for any use, usability, electrically, optically and in all other respects

The CLIENT is CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assumes all risk of loss from the time that the Equipment leaves the rental facility until it is returned. The client is responsible for any damage caused to the Equipment, property or person(s), even during testing. After completing the check out and tests the client must notify the Rental Company of any defective or inoperable Equipment immediately upon discovering of said defect. Unless the client notifies the Rental Company in writing of a defect or problem with the Equipment supplied, the client hereby agrees that the Equipment is in good working order and that the Equipment is acceptable.

TRANSPORTING EQUIPMENT - PICK UP & DELIVERY

THE CLIENT shall PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours, Mon – Fri 9am to 7pm. With reasonable prior notice, alternative arrangements can be made to open the office during out of office hours for an additional fee. HotCam has a 24/7 Emergency ONLY number on the out of office hours answer machine 212 633 1888.

IF THE CLIENT DOES NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY, THE CLIENT will be responsible for the costs incurred by HotCam FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At the client's request and expense, the Rental Company may arrange shipment of the Equipment to the client's designated location. The client will be responsible for all costs (transportation charges, taxes, duties, broker's fees, bonds, insurance and any other costs) incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to the carrier. The Rental Company will not accept collect shipments from you, the client.

RETURNED EQUIPMENT. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the Rental has expired.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by the client's duly qualified employees and/or agents and in strict accordance with the use contemplated by the client. The client shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. At no time shall the client try to repair or open up the equipment without the express written consent of HotCam Management or its duly authorized engineering staff.

NO SUBLEASE BY YOU, THE CLIENT IS PERMITTED. You, the client may not sublease any part of the Equipment without written consent of the Rental Company.

DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS. You, the client may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to the client without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing.

EQUIPMENT LOST, DAMAGED OR DESTROYED

The client agrees to keep and maintain rental Equipment and accessories in good condition and assumes full responsibility for the full repair or replacement value of the rented equipment. Loss of rental fees may be charged to the client while equipment is being repaired or replaced.

EQUIPMENT IN THE FIELD. Should the client encounter any defective equipment while in the field, they should notify the Rental Company of the problem verbally and in writing and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.

LOST, STOLEN or DAMAGED EQUIPMENT. Upon return of the equipment, the rental facility will check and test all equipment. In the event of missing or damaged equipment, the Rental Company will make a determination as to the extent of the damage and the required repairs. The client and/or their representative will have a reasonable amount of time to inspect the damage. The client assumes the full cost of repairs or replacement of said equipment. Determination with regard to whether equipment will be replaced or repaired is at the sole discretion of the rental facility. Should the Rental Company determine that the Equipment must be replaced, the client will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices.

AS SOON AS YOU, THE CLIENT REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances, immediately report any missing, lost, or stolen Equipment to the Rental Company and file a report with the local authorities.

RENTAL CHARGES AND LATE CHARGES

YOU, THE CLIENT MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Delivery Note or be subject to additional charges. The last rental day shall be the day specified in the Delivery Note or up until 09:30AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. One days rental period is defined as midnight to midnight: a week is a period of 7 consecutive days. Collection and delivery of equipment, prior to the commencement and after the completion of the rental period is permissible on occasions without incurring any extra rental charge but is subject to the discretion of HotCam New York, Inc Management,

Provisional bookings of Equipment and Crew are only accepted on the understanding that they do not guarantee availability until written confirmation and a purchase order is received.

HotCam New York, Inc reserves the right to impose a cancellation charge for Equipment equivalent to at least 100% of one Days hire from any bookings cancelled at less than 24 hours notice. The same applies for cancellation of Technicians.

CLEANING. Equipment should be returned in a clean state. A cleaning charge shall be made for Equipment returned in an excessively dirty state. Equipment returned in a damaged state will be repaired by HotCam New York and the costs for the repairs shall be charged to you, the client.

WEEKENDS AND HOLIDAYS. When on a daily schedule, you, the client will be charged the daily rental rate for weekend days and Holidays if the Equipment is used.

MINIMUM CHARGES. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

CREDIT INFORMATION AND PAYMENT TERMS

THE TERMS OF PAYMENT are based upon credit information you, the client supply at the time of rental. Should there be any change in such information, you, the client agree that the Rental Company may demand immediate payment without prior notice.

PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of invoice and not later than net 15 days of the date of the invoice. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you, the client are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you, the client agree to pay reasonable collection costs, attorney fees and court costs. You, the client agree to pay the rental house directly or as directed by the rental house or its agent.

RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any Equipment.

CANCELLATION PENALTIES. The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of you, the clients cancellation of all or part of an order.

INSURANCE REQUIREMENTS

THE CLIENT MUST INSURE ALL THE EQUIPMENT. The client shall, at client's expense, and at all times during the rental, maintain in full force and effect, insurance covering all Equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the Equipment. Coverage must begin from the time you, the client or your (the client) agents book the Equipment and continue until the time the Equipment is returned. You, the client shall deliver to the Rental Company, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, *prior* to taking possession of Equipment. Such insurance shall be written by reputable insurers who are acceptable to the Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, you, the client shall remain primarily liable to the Rental Company for full performance under these terms and conditions. The Rental Company may enforce its remedies directly against you, the client without resort to the client's insurance.

Limits on insurance shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

Aircraft Liability, if filming from an aircraft: \$5,000,000.

TITLE AND OWNERSHIP

The client specifically acknowledges the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You, the client may not assign or pledge the Equipment.

RIGHT OF ENTRY AND INSPECTION

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. The client shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions occurs, the Rental Company has the right to remove all of the Equipment without any liability.

INDEMNIFYING THE RENTAL HOUSE

The client agrees to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including defective tape stock or rushes, legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE in which the Rental Company is located and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the Rental Company is located.

WHEN THE CUSTOMER IS A CORPORATION. The person executing the Rental Contract on behalf of such corporation warrants that he/ she has full authority of such corporation to sign the Rental Contract and obligate the corporation.

ENTIRE AGREEMENT. These Terms & Conditions constitute the entire agreement between you, the client and the Rental Company. Any changes must be made in writing and agreed to by both parties.

CANCELLATION POLICIES / ADDENDUM #2

In the event of cancellation when on a daily or weekly schedule, cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting Equipment, facilities or vehicles on you're (the client) behalf. By keeping the rental company informed of your (the client) shooting schedule you, the client can either minimize or avoid cancellation fees.