

GULF CAMERA
1006 CHERWOOD LANE
BRANDON, FLORIDA 33511
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EQUIPMENT RENTAL AGREEMENT

This **EQUIPMENT RENTAL AGREEMENT** (this "**Agreement**") is entered into by and between **GULF CAMERA**, and the individual or entity identified on **Schedule A** ("**Customer**").

1. Rental of Equipment. Gulf Camera hereby agrees to lease to Customer, and Customer hereby agrees to lease from Gulf Camera, the digital cinema equipment identified on **Schedule A** (the "**Equipment**"), on the terms and conditions set forth in this Agreement.

2. Term. The term of the Equipment rental (the "**Rental Term**") shall commence on the date specified on **Schedule A** (the "**Commencement Date**") and shall continue until the date specified on **Schedule A** (the "**Termination Date**"), unless previously terminated pursuant to paragraph of this Agreement.

3. Rental Payments. Rental payments, in the amounts specified on **Schedule A**, shall be due and payable to Gulf Camera at its address listed above, without notice or demand, on the date indicated on **Schedule A** during each month of the Rental Term. Any delinquent rental payments shall bear interest at a rate equal to the lesser of (i) one and one-half percent (1½ %) per month or (ii) the maximum lawful rate under Florida law.

4. Delivery and Acceptance of Equipment. Unless otherwise agreed by the parties, Customer shall take delivery of the Equipment at the address indicated on **Schedule A**, which delivery shall be performed by a nationally recognized carrier selected by Gulf Camera. At the time of delivery, Customer shall complete and return a Certificate of Delivery and Acceptance in the form attached as **Schedule B**.

5. Compliance with Applicable Law. Customer agrees that it shall not use or operate the Equipment in violation of any applicable law, rule or ordinance of any jurisdiction in which the Equipment is used or operated by Customer. Customer shall be solely responsible for obtaining any and all permits and licenses necessary for the use and operation of the Equipment in compliance with applicable law. Customer shall be responsible for sales tax (if any) due with respect to any payments hereunder.

6. Maintenance of Equipment. Throughout the Rental Term, Customer shall, at Customer's sole expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Customer shall perform all routine maintenance required with respect to the Equipment. Customer shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Gulf Camera.

7. Return of Equipment. Customer shall return the Equipment to Gulf Camera's offices located at 1006 Cherwood Lane, Brandon, FL 33511, or 2407 South Grady Avenue, Tampa, FL 33629, on or before the Termination Date (or immediately upon the earlier termination of this Agreement pursuant to paragraph hereof), in the same condition as received, ordinary wear and tear excepted. Customer agrees that Gulf Camera may apply any security deposit posted by Customer towards Customer's obligations under this paragraph 7.

8. Insurance of Equipment. Throughout the Rental Term, Customer shall, at Customer's sole expense, maintain in force a policy covering any loss of, and all physical damage to, the Equipment in an amount not less than the amount indicated on **Schedule A**. Such policy shall name Gulf Camera as an additional insured and shall contain a clause requiring the insurer to give Gulf Camera at least thirty (30) days prior written notice of any alterations to the terms of such policy or the cancellation thereof. In the event of any loss of, or damage or destruction to, the Equipment during the Rental Term, Customer shall apply any applicable insurance proceeds to replace or repair the Equipment.

9. Risk of Loss. In addition to the insurance requirements of paragraph , Customer shall be responsible for any loss or damage to the Equipment from any cause whatsoever occurring after the Equipment is shipped to the Customer (risk of loss passes on shipment) and before the Equipment is returned to Gulf Camera in accordance with paragraph . Customer shall be responsible for, and shall pay for, the repair or replacement cost for the repair or replacement of any Equipment damaged, lost, stolen, missing, broken, or otherwise. Customer shall also be responsible for the applicable rental payments hereunder for any period that repairs are being completed on the Equipment. If the Equipment must be replaced, Customer shall be responsible for the full cost of replacing the Equipment with comparable Equipment (as determined by Gulf Camera); depreciation of the Equipment shall NOT to be taken into account in determining the replacement cost.

10. Disclaimer of Warranties by Gulf Camera. Customer agrees that the Equipment is of a size, design and model selected by Customer and that Gulf Camera is not a manufacturer of the Equipment. **GULF CAMERA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE EQUIPMENT. CUSTOMER HEREBY ACCEPTS THE EQUIPMENT "AS IS."**

11. Limitation of Liability. **IN NO EVENT SHALL GULF CAMERA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR CUSTOMER'S USE OF THE EQUIPMENT. IN NO EVENT SHALL GULF CAMERA'S LIABILITY TO ANY THIRD PARTY EXCEED CUSTOMER'S LIABILITY TO SUCH THIRD PARTY ARISING OUT OF THE SAME INCIDENT OR OCCURRENCE.**

12. Indemnification. Customer shall defend, indemnify and hold harmless Gulf Camera, and any affiliated entities, and their respective officers, directors, employees and agents, against any and all loss, liability and expense, including reasonable attorney's fees and expenses, relating to (i) Customer's use, maintenance, storage, servicing or transportation of the Equipment or (ii) Gulf Camera's enforcement of this Agreement. The provisions of this paragraph 12

shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason.

13. Termination of Agreement. Gulf Camera may terminate this Agreement by written notice to Customer upon the occurrence of one or more of the following events: (i) Customer's failure to make any payment due to Gulf Camera in accordance with the terms of this Agreement; (ii) Customer's failure to perform or observe any other material covenant, condition or agreement to be performed or observed by it hereunder; (iii) Customer's breach of any representation or warranty hereunder; (iv) if Customer becomes insolvent, makes a general assignment for the benefit of its creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise; or (v) any attachment, levy or execution is threatened or levied upon or against the Equipment.

14. Remedies Upon Termination. In the event that this Agreement is terminated by Gulf Camera in accordance with the provisions of paragraph of this Agreement, Gulf Camera may, at its option, exercise any one or more of the following remedies: (i) declare all remaining payments due from Customer hereunder to be immediately due and payable; (ii) require Customer to immediately return the Equipment in accordance with the provisions of paragraph of this Agreement; (iii) enter upon the premises where the Equipment is located and take immediate possession of the Equipment; (iv) sell or lease the Equipment, without relieving Customer of its obligations hereunder; or (v) exercise any one or more additional remedies available under applicable law.

15. Schedules. Any reference herein to a "schedule" shall be deemed to refer to a schedule attached to this Agreement. All such schedules are incorporated herein by this reference.

16. Governing Law; Venue. The laws of the State of Florida, excluding its choice of law provisions if such laws would result in the application of laws other than the laws of the State of Florida, shall govern any disputes between the parties, the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder. The forum selected for any proceeding or suit related to a dispute between the parties or this Agreement shall be in a federal or state court of competent jurisdiction located in Hillsborough County, Florida. The parties hereto each consent to those courts' personal jurisdiction over them, and waive any defense, whether

asserted by motion or pleading, that Hillsborough County, Florida is an improper or inconvenient venue.

17. No Waiver. Gulf Camera shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Gulf Camera in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

18. Complete Agreement; Amendment. This Agreement contains the final, complete, and exclusive expression of the understanding between the parties with respect to the transactions contemplated by this Agreement, and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. This Agreement may be modified or amended only by an agreement in writing signed by or on behalf of both parties hereto.

19. Notice. All notices required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, to Gulf Camera at the address listed above or to Customer at the address specified on **Schedule A**, or at any other address that a party may specify in a written notice delivered in accordance with the provisions of this paragraph. Any such notice shall be deemed to be received three (3) days after mailing.

20. Captions. The titles and captions preceding the text of the paragraphs of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.

21. Assignment. Customer may not assign any of its rights or obligations hereunder, or sublease the Equipment, without the prior written consent of Gulf Camera. Gulf Camera may assign its rights, title and interests under this Agreement, and may grant or assign a security interest in this Agreement or the Equipment, and Customer's rights hereunder shall be subordinated thereto. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.

Gulf Camera:

By: _____
Name: _____
Title: _____
Date: _____

Customer:

By: _____
Name: _____
Title: _____
Date: _____