

TERMS AND CONDITIONS

The terms and conditions of this agreement, and all Equipment Schedules executed by you (“Customer”) from time to time, form the contract (“Rental Contract”) between you and Rule Broadcast Systems, Inc (Rule Boston Camera) (“Rental Company”). Each time you rent equipment from Rental Company, you or a person signing on your behalf will sign a completed Equipment Schedule which will list all equipment rented (the “Equipment”), the return date, and other matters of mutual agreement, between you and Rental Company.

- 1. Representations, Warranties and Agreements:** Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable manufacturer’s specifications relating to the Equipment. Customer agrees as follows: (a) except as set forth in Rental Company’s representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company’s representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer’s usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors except if caused by the negligence or willful misconduct of Rental Company. Customer represents, warrants and agrees that Customer has complied and will continue to comply with all manufacturer’s specifications as to the safe use of the Equipment.
- 2. Testing:** Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.
- 3. Non-Working Equipment:** Customer shall notify Rental Company immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer’s negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such non- working Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.
- 4. Technician/Operation:** Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by Rental Company.
- 5. Risk of Loss:** From the time the Equipment is in the care, custody or control of Customer, including testing and prep by Customer or Customer’s agents, until the Equipment is returned to the Rental Company, Customer assumes all risk of loss whether or not covered by Customer’s insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken possession of the Equipment the moment Equipment is in Customer’s custody and control. In addition, if Rental Company ships the Equipment at Customer’s request and while the Equipment is in transit (other than transit by Rental Company), the Equipment shall be deemed to be in Customer’s care, custody or control for all purposes of this Agreement and Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer’s responsibility shall include, but not be limited to, risks while in transit by any means (other than transit by Rental Company), at all locations named and unnamed, at all studios, while on Customer’s premises, and while in Customer’s use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs.
- 6. Storage:** Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Rental Company for Customer’s ultimate use. Rental Company shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.
- 7. Insurance:** Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment rented hereunder and while in Customer’s care, custody or control, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. In addition, all Equipment shall be insured for actual verifiable loss of use of the Equipment i.e. rental charges based on the actual verifiable loss of use of the Equipment, as computed for the period of time the Equipment is being repaired and/or replaced not to exceed 90 days. Customer will forward a Certificate of Insurance evidencing Customer’s liability, automobile, property and worker’s compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b)

actual cash value for Vehicles, and (c) loss of use of the Equipment (i.e. rental charges based on the actual verifiable loss of use of the Equipment, as computed for the period of time the Equipment is being repaired and/ or replaced not to exceed 90 days), arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and verifiable expenses (including, without limitation, reasonable outside attorneys' fees and court costs) which, for any reason (other than a final, nonappealable judicial determination that same arose or resulted from the negligence or willful misconduct of Rental Company) shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above.

a. *Property Insurance:* Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide that should any of the above policies be canceled before the expiration date thereof, notice will be delivered in accordance with policy provisions. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's reasonable judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).

b. *Liability Insurance:* Customer shall name Rental Company as an additional insured on their liability insurance. Customer's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

c. *Rental Company Insurance:* Rental Company will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Statutory Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 covering Claims arising out of the operations of Rental Company. Rental Company will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer.

d. *Primary Coverage:* Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) while in Customer's care, custody or control and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option, unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect.

8. *Missing and Damage:* Rental Company shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Rental Company. Rental Company upon receipt of the compilation of the repair or verifiable replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Rental Company to have their crew member(s) verify the Equipment physically returned to Rental Company at a time that is mutually agreeable within the first day of return.

9. *Clearing of Data:* Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Rental Company, and Customer authorizes Rental Company to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Rental Company. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Rental Company.

10. *Title:* Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

11. *Default:* In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

12. *Indemnity:* Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and reasonable and verifiable expenses arising from the use, possession or operation of the Equipment while in Customer's care, custody or control and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Rental Company agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as

respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company's negligence or willful misconduct of Rental Company or that of Rental Company's employees, agents, or contractors, Rental Company not having the right to rent the Equipment, or Rental Company's failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.

13. Entire Agreement: Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Equipment Schedule together with these Terms and Conditions constitute the entire Rental Agreement between Rental Company and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

14. Governing Law: This rental agreement has been entered into in the State of Massachusetts and shall be governed by laws of the State of Massachusetts without reference to any conflicts of law principles. Customer and Rental Company agree to the State of Massachusetts having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

15. Rights and Remedies: The rights and remedies of the Rental Company in the event of any breach by the Customer of this Agreement shall be limited to the Rental Company's right to recover damages, if any, in an action at law and replevin and other right to the return of Equipment. In no event shall Rental Company be entitled to enjoin or restrain or otherwise impair in any manner Customer's business activities or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith. Rental Company irrevocably waives any right to other equitable, or injunctive relief for any claim, loss, or cost of any kind arising through or in connection with this Rental Agreement or the subject matter hereof. In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special and/or punitive damages, all of which are expressly excluded, and the parties hereby waive any right to recover any such damages from the other.

16. Arbitration: Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Massachusetts, before a single arbitrator, in accordance with Massachusetts Code of Civil Procedure. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

17. Definitions As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Equipment Schedule; "Equipment" shall mean all equipment so listed on the Equipment Schedule; "Rental Company" shall mean the entities and/ or individuals so identified on page 1 of the Equipment Schedule.

ACCEPTED AND AGREED TO:

RENTAL COMPANY:

BY: _____
ITS: _____

ACCEPTED AND AGREED TO:

CUSTOMER

BY: _____
ITS: _____