

RENTAL AGREEMENT TERMS AND CONDITIONS

This rental agreement is made between Avista Audio Video Rental, LLC "Avista" and the customer identified above "Customer" and is effective as of the order confirmation date defined below. This agreement shall be binding under the laws of the state of California.

1. CANCELLATION POLICY :

1) ORDERS CANCELED BY 5PM TWO OR MORE DAYS BEFORE THE SCHEDULED PICKUP/DELIVERY DAY: \$25.00

2) ORDERS CANCELED BY 5PM THE DAY BEFORE THE SCHEDULED PICKUP/DELIVERY DAY: 50% OF THE FIRST DAY RENTAL CHARGE

3) ORDERS CANCELED AFTER 5PM THE DAY BEFORE THE SCHEDULED PICKUP/DELIVERY DAY: 100% OF THE FIRST DAY RENTAL CHARGE

Notwithstanding the above, the minimum cancellation fee is \$25.00.

2. RETURN TIME - Equipment is due back to Avista by the time noted on the contract. Returns after this time may incur additional charges.

3. CUSTOMER LIABILITY - Customer is liable for loss or damage of the equipment and agrees to pay for replacement or repair of equipment if not returned in the same condition received.

4. CUSTOMER INDEMNIFICATION - Customer agrees to indemnify and hold harmless Avista for damages and liability to rented items, persons and property resulting from the use or misuse of the rented items. Customer assumes all risk of any and all injuries or any kind including wrongful death resulting from use or misuse of rented items. Customer agrees to hold Avista its officers and employees free and harmless from and to indemnify and defend Avista against any and all suits, actions, proceedings, claims, judgments, demands, costs and charges for legal expenses and penalties resulting from injury or damage to any and all persons and property arising out of or in connection with the rented items herein.

5. REFUNDS - Refunds are limited to the value of the rented items herein. Customer discharges Avista from liability or damages in excess of the rental amount, which caused by equipment failure or Avista's inability to deliver equipment by the specified time. Equipment failure needs to notify Avista for the refund to be made.

6. ASSIGNMENT - Customer responsibilities under this agreement remains with the Customer in the event of subleases, subrentals, or assignments of the equipment to any other party.

7. ORDER CONFIRMATION DATE - Date Avista confirms order in writing after receipt of customer deposit and or signature.

8. LABOR CHARGES - Labor charges on the attached order are estimates based on Avista's understanding of the job requirements. Labor charges are subject to modification if the job requirements deviate substantially from the original agreement.

By signing below I agree to the terms set forth in this agreement. I agree to pay, and specifically authorize Avista to charge my credit card, for the deposit for the attached order and agree to authorize Avista to charge the balance due within 24 hours of the order date. Furthermore, I agree to authorize Avista to charge my credit card for additional charges associated with the rental including late returns, missing items and equipment damages. In the event my credit card becomes invalid, I will provide Avista with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to Avista.