

# Boland Production Supply, Inc.

## RENTAL AGREEMENT

1. In consideration of one dollar (\$1.00) and other rent as agreed between the parties, Boland Production Supply, Inc. (hereinafter referred to as BPS) agrees to rent to the person or entity designated on the reverse side hereof (hereinafter referred to as the "Renter") the equipment listed on the reverse side hereof (Hereinafter referred to as the "Equipment) subject to the terms and conditions set forth herein. Accrued rental prices do not apply against the purchase price.
2. During the term of the rental and at all times when the Equipment is in the custody of the Renter, the Renter shall maintain the Equipment in good condition and repair. At the end of the term hereof, or at its earlier termination, the Renter shall, at its cost and expense, deliver and return the Equipment to BPS in good condition and repair, reasonable wear and tear excepted.
3. The Renter hereby assumes full responsibility for the Equipment rented and agrees to compensate BPS, at the discretion of BPS, to the extent of the full value should any item of said Equipment not be returned or be returned in a damaged to broken condition, due to any cause whatsoever. Renter further agrees to compensate BPS in rent for any time lost as a result of replacement or if BPS has to make repairs to broken or damaged Equipment.
  - A. The Renter shall notify BPS by telephone (863-324-7784) within 24 hours in the event the Equipment is damaged during the term of the rental.
  - B. The Renter shall make no attempt, either personally or otherwise, to repair any damaged Equipment without first notifying BPS and obtaining consent to proceed.
  - C. The Renter agrees to forfeit all claims for reimbursement of the damaged Equipment should parts 3A and 3B not be followed.
4. The Renter shall, at his own cost and expense, but for the benefit of BPS, immediately insure the said Equipment for the full value against all risk of physical loss including the perils of transportation, with a qualified, reputable insurance company and shall deliver the said Certificate of Insurance to BPS, together with the receipt for premiums thereunder. If BPS, by reason of such insurance, shall receive any sum or sums of money, such amounts may be retained and applied by it towards the repair or replacement of the said Equipment, or it may remove the damaged Equipment and, in lieu thereof, substitute other Equipment of like kind and quality and any such Equipment whether repaired or substituted, shall be subject to all the terms, provisions and conditions herein. The Certificate of Insurance shall name BPS as Loss Payee and shall show a limit of insurance equal to the value of the Equipment rented to the Renter. Furthermore, the Certificate of Insurance shall name BPS as Additional Insured on Renter's Commercial General Liability policy with minimum limits of \$1,000,000.00 Combined Single Limits and such policy shall comply with the requirements set forth in paragraphs 6 and 20 shown below.
5. The Renter shall not remove any Equipment from the address hereinabove set forth without first having notified BPS and obtained from it a written consent for such removal. Rental of all Equipment must be paid for the period of time it is Renter's custody and until its return to BPS. No allowance will be made for unused Equipment.
6. Renter assumes all risk in the use and operation of the Equipment and shall be responsible for providing proper safety devices and equipment to safeguard users or operators of the Equipment herein rented and for installation of the Equipment in safe and adequate facilities, in order to comply with all Federal, State and Local laws or regulations, and all industry standards.
7. It shall be lawful for the owner or its agent's at all reasonable times to enter the premises where the Equipment is being kept for the purpose of viewing the condition of said Equipment.
8. If the Renter shall default on any of the terms, covenants and conditions herein, or in punctually making any rental or other payment, or if any execution or other writ or process shall be issued in any action or proceeding against the Renter, whereby the said Equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Renter or his property, or if the Renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the Renter, then and in any such event, BPS shall have the right to terminate this agreement and to retake possession of said Equipment and, for such purpose, BPS, its agents or employees, may enter upon any premises where said Equipment may be, and may remove the same there from, with or without force and with or without notice of intention to retake the same, without being held liable in any suit, action or other proceeding by the Renter.
9. Upon BPS retaking possession of the said Equipment, pursuant to the provisions of the preceding article hereof, this agreement shall thenceforth terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this agreement, or the loss of rental for the balance of the unexpired term herein, or for any other claim that BPS may have against the Renter.
10. The Renter shall not under lease, loan or otherwise permit the Equipment to be used by any other person, firm or corporation, and said Equipment shall at all times remain under the immediate control, supervision and direction of the Renter personally.
11. The Equipment is and shall remain at all times the sole and exclusive property of BPS. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership to BPS.
12. The Renter hereby grants to BPS the right to terminate this agreement on 24 hours written notice by registered mail or personal service. On the occurrence of said event, the Renter shall immediately return to BPS at the Renter's risk and expense, the Equipment, in the same condition as when first rented, and BPS shall, thereupon, upon said receipt, refund only the unexpired portion of the rental.
13. The Renter agrees to pay all reasonable attorney's fees and costs incurred by BPS in protecting its rights and property under this agreement, or in any action or proceeding against the Renter for a breach of this agreement. Jurisdiction and venue for any disputes arising hereunder shall be in any court empowered to enforce this agreement in POLK COUNTY, FLORIDA.

14. The acceptance of the return of the rented Equipment is not a waiver by BPS of any claims that it may have against the Renter, nor a waiver of claims for latent or patent damages to the Equipment. BPS reserves the right to charge the Renter's credit card for any lost, stolen, damaged or overdue equipment. \_\_\_\_\_ (initial)

15. The acceptance of any rent or other payment, or any portion thereof, after a default by the Renter shall not be deemed to operate as a waiver of BPS' right to enforce the payment of rent or other payments herein provided for, or to terminate this agreement and recover possession of its Equipment. The failure to insist upon strict compliance with the terms and conditions of this agreement, even after a breach of any provision or after default, shall not be construed as a waiver of any of BPS' rights under this agreement.

16. No terms, representation or warranty, express or implied, not herein set forth in writing shall bind BPS.

17. The Renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

18. In all programs of production in connection with which the property and materials above set forth shall be used, credit shall be given in the form of "Special Effects Equipment, Weapons and Blank Ammunition provided by Boland Production Supply".

19. It is understood and agreed that the rental price does not include Florida State sales tax, which is to be added to invoices as they become due if a proper tax exemption certificate is not presented at time of rental.

20. The Renter expressly agrees to indemnify and hold BPS harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from and all claims or liabilities for loss, damage or injury to persons or property of whatever kind or nature arising from the use or operation of the Equipment herein rented, or from the negligence or carelessness of the agents or employees of Renter. Renter shall notify BPS promptly of any accident involving the Equipment herein rented. Renter shall obtain contractual liability insurance in connection with this agreement and pursuant to this paragraph, in an amount satisfactory to BPS, and shall furnish a copy of the policy with the premium marked "paid" to BPS.

21. At the discretion of BPS, before taking possession of Equipment, Renter agrees to provide BPS with a Certificate of Insurance showing evidence of the following coverage:

- A. "All risk" or "Special" coverage form including theft and perils of transportation, naming BPS as Loss Payee.
- B. The Certificate must show and amount of coverage equal to the value of the Equipment rented (not rental value). Commercial General Liability coverage with a limit of at least \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. (BPS must be named as *Additional Insured*.)

22. The rental price for the Equipment has been separately stated to the Renter, and BPS will, at its discretion, render periodic statements to the Renter setting forth the rental price. In the event that additional Equipment is rented to the Renter or some Equipment is returned to BPS by Renter, the periodic statements from BPS setting forth the rental price shall be adjusted accordingly.

23. If a rental term is set forth, it is the responsibility of the Renter to review the accuracy of the rental, including dates of the rental term, and notify BPS within 24 hours of errors, if any. The Renter may extend the term with the written consent of BPS. The rental price during any extended term shall be as is set forth on periodic rental statements from BPS.

24. The Renter agrees to return all items in same condition as received. All cable must be properly coiled and tied or Renter may be liable for service charge.

- A. The Rental Term shall commence on the day the rental items leave our warehouse and end the day they return to our warehouse. Time in transit shall be included in the Rental Term. \_\_\_\_\_ (initial)
- B. Returns shall be accepted only Monday through Friday, between the hours of 10:00am-4:00pm, unless approved by BPS. \_\_\_\_\_ (initial)
- C. All Rental Returns accepted outside of these terms, including weekends, shall be assessed a \$20 fee. \_\_\_\_\_ (initial)
- D. Rental Returns accepted after the expiration of the term hereof shall be assessed one seven-day week's rental calculated at a half of the initial rental charge, per item, plus 7% sales tax, where applicable. BPS reserves the right to charge the Renter's credit card for overdue equipment. \_\_\_\_\_ (initial)

25. The Renter has the privilege to examine and test Equipment at time of rental. The owner does not guarantee, assume responsibility, or make any representations for the performance of said Equipment. \_\_\_\_\_ (initial)

26. The Renter acknowledges that he has received the Equipment described above in good workable mechanical condition. The above-described Equipment is hereby rented for a period set forth and subject to the terms and conditions set forth in BPS' General Information statement (available upon request) and constitute an integral part of this agreement. \_\_\_\_\_ (initial)

27. This agreement contains the entire understanding between the parties, including representation, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

Date: \_\_\_\_\_, 2019

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

For: \_\_\_\_\_

Company Name

## **Boland Production Supply, Inc.**

507 Burns Lane, Winter Haven, FL 33884-1148  
PHONE (863) 324-7784 ~ FAX (863) 318-1116

Expires: 31DEC2019