



202 Azar Ct.
 Baltimore, MD 21227
 410-656-2222 | contact@charmCine.com



5706-F General Washington Dr
 Alexandria, VA 22312
 703-232-1693 | contact@capcamrentals.com

NEW RENTAL ACCOUNT APPLICATION

Name _____ Title: _____

Phone: _____ Email: _____

Drivers License #: _____ State Issued: _____

Company (If applicable): _____ Year Established: _____

Address: _____

Phone: _____ Website: _____

Accounting POC: _____ Email: _____

Persons authorized to order: _____

Persons authorized to pick up: _____

LEASE AGREEMENT

1. **Parties.** Lessee / Renter "You" agree to enter into a lease contract with CharmCine Inc, DBA Capital Camera "Lessor" for the purpose of renting cameras, lenses, accessories, lighting, audio, and other goods defined as "Equipment."
2. **Equipment in Working Order.** We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the start of the rental period. Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.
3. **Testing of Equipment.** Renter is responsible for any damages caused to Equipment, Renter, location, or persons during testing of Equipment, except if and to the extent caused by the negligence or willful misconduct of CharmCine. Renter shall notify CharmCine of any defective or inoperable Equipment immediately upon discovery and no later than within 3 hours of Equipment being collected. Otherwise, Renter agrees that the Equipment is in good working order and acceptable to Renter and acknowledges that they have inspected and tested the Equipment.
4. **Cancellation Policy.** CharmCine requires 24-hours notice of cancellation and may be entitled to compensation, on a case-by-case basis, as determined by Owner/Operator or agent/employee, for any losses sustained due to cancellation of all or any portion of an order.
5. **Lease Period / Manifest.** Lease periods are defined as the rental duration indicated on a Rental Quote and or equipment Manifest. All equipment is due back by the return date, failure to return on time may result in additional rental charges. Any additional property will be added to this Quote / Manifest describing the property, the rental rate, security deposit, pickup and return dates, and stipulated loss value of the additional Equipment. For each rental period an Agent appointed by the Lessee shall sign for acknowledging receipt and proper working order of rental equipment, and bind the Lessee to the terms of this contract.
6. **Property Insurance.** You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary

parting” (iii) mysterious disappearance (iv) loss of use of the Equipment, from the time the Equipment is picked up by you, an agent, or a shipper at our place of business or placed upon a common carrier for forwarding to you, as applicable, until the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis shall name us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value. The Property Insurance shall be primary coverage over our insurance. There can be no exclusion for theft from unattended vehicles or a locked vehicle warranty on the policies providing property insurance.

7. Insurance Generally. All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss.

8. Cancellation of Insurance. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement.

9. Certificates of Insurance. Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

10. Indemnity. You agree to defend, indemnify, and hold CharmCine Inc, its parent, subsidiary and affiliated companies and their owners, officers, and employees (“Us”, “We” or “Our”) harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees (“Claims”), in any way arising from, or in connection with the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as “Equipment”), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except where the result of is our sole negligence or willful act, from the time the Equipment leaves our place of business when you rent/lease it until the Equipment is returned to us.

11. Operators. Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although we may, from time to time, recommend certain qualified Operators with whom we are familiar, we do not supply Operators. You must supply and employ any Operator who operates the Equipment (even if the Operator is the owner of the Equipment or owner of a company that owns the Equipment) and that Operator shall be deemed to be your employee and acting under your supervision or control for all purposes and shall be covered as an insured on all of your applicable insurance policies.

12. Sublease, Title & Ownership. Renter may not sublease all or any part of the Equipment without written consent of Charmcine. Renter specifically acknowledges Charmcine’s superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies, and encumbrances and may not assign or pledge the Equipment. Renter may not remove any serial numbers, barcodes, tags, nameplates, or identifying logos on the Equipment that shows ownership by Charmcine or allows for proper inventory management.

13. Equipment Maintenance. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will maintain the

Equipment in good mechanical condition and running order. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us.

14. Right to Inspect. Charmcine shall have the right to inspect the Equipment at any time during the rental term, after reasonable notice. Renter shall make any and all arrangements necessary to permit a qualified employee of Charmcine access to the location and Equipment. If a breach of any of the provisions occurs, Charmcine has the right to remove all Equipment without any liability, and without prejudice to Charmcine's right to receive rent due or accrued to, including the date of removal of the Equipment.

15. Return. Upon the expiration date of this Agreement or any Addendum Contracts, with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you.

16. Lost and Stolen. Renter must notify Charmcine immediately of any missing, lost, or stolen Equipment and file a report with the local authorities. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

17. Damaged Equipment. Charmcine will make reasonable efforts to repair or replace any damaged Equipment in a timely manner. If Equipment is returned damaged or in non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable Equipment and return the item(s) to Charmcine's general inventory, but only for the actual loss sustained, not to exceed the value of the Equipment. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. The extended rental period shall apply only to the damaged or nonworking item(s), unless the item(s) form a part of or within a kit of other Equipment. There may be delays in repair or replacement due to causes beyond Charmcine's control. If Equipment is non-repairable, Renter will be responsible for the replacement cost.

18. Valuation of Loss/Our Liability is Limited. We will not be bound by an insurance company's valuation of the Equipment based on a calculation of actual cash value or total loss value. In the event of loss or failure for which we are responsible, our liability will be limited to reimbursement of the contract rental price and WE WILL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHICH MAY OCCUR INCLUDING RESHOOTS AND PICKUP SHOTS.

19. Media Content and Storage. Renter must clear all images, content, or data from the Equipment prior to returning it. If Renter fails to do so, Charmcine is authorized to do so, without prior notice to Renter. Renter is solely responsible for storing and safeguarding its images, content, and data prior to returning the Equipment.

20. Default - If you fail to pay any portion or installment of the total fees payable hereunder you otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, we shall have the right, at our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to our later assertion of its right to cease such performance at any time so long as such Default has not been cured.

21. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

22. **Applicable Law.** This Agreement will be deemed to be governed by the laws of the State of Maryland.

23. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Baltimore, Maryland, under the auspices of the Judicial Arbitration and Mediation Service (“JAMS”). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted.

24. **Severability.** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

25. **Facsimile/Scanned Signature.** This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

_____ X _____
(LESSEE) PLEASE PRINT YOUR NAME LESSEE SIGNATURE

DATE: _____