

## TERMS & CONDITIONS

### General

Prior to shipment, or delivery of equipment, the Customer (Lessee) acknowledges and agrees to the Terms and Conditions of MLD Equipment Rental, Inc., or MLD (Lessor) as follows:

- The Customer (Lessee) shall, at his own expense, protect, keep and maintain in their custody, the equipment herein rented, in a good state and in good order as when received, ordinary wear and tear excepted. The equipment may only be used by qualified employees and/or agents of the Customer and in strict accordance with the use contemplated in the Rental Contract. The Customer shall not sub-lease said equipment, or assign this rental agreement to any other person, firm, or corporation. Said equipment shall at all times remain under the immediate exclusive control, supervision and direction of the Customer (Lessee).
- Equipment may only be used by duly qualified employees and/or agents who have a thorough working-knowledge of rented items. No allowance will be made for the Customer's inability to operate properly functioning equipment. There may be a Service Fee for Technical Support Calls, and/or site visits to troubleshoot operator-related equipment malfunctions, or issues.
- The Customer (Lessee) agrees to assume full responsibility and liability for the safe keeping and return of the equipment herein rented to MLD's premises. Said equipment is used at the Customer's sole risk and the Customer will indemnify, hold harmless, protect and defend MLD from any and all liability, claims, costs and expenses arising out of the Customer use, or possession of equipment. MLD neither assumes, nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of the use or inability to use the equipment, whether used singularly or in connection with other equipment.
- Customer shall, at his option and in a manner acceptable to MLD, show proof of adequate insurance to cover the value of the rented equipment, including in-transit coverage equal to the replacement value of the equipment and loss of income (rental fees), shall post bond equal to the value of the rented equipment, or shall abide by the Damage/Loss Limit Fee set forth below. In the event rented equipment is damaged, or destroyed by any casualty, or is lost, stolen, or missing, the Customer shall be liable to MLD for the replacement value, or cost thereof as determined by the actual cost to MLD to replace, or repair the same, with no allowance for the reason that any part was not used by the Customer, subject however, to the terms of the Damage/Loss Limit Fee set forth below. The Customer specifically agrees that the value of the leased equipment, in the event of any loss, or damage during the rental period is the value as listed in the manufacturer's current price list. The acceptance of the return of rented equipment is not a waiver by MLD of any claims that the company may have against the Customer, nor a waiver against latent damage to the equipment.
- Reservations & orders may be cancelled at anytime up to 24 hours prior to delivery at no charge. Cancellations 24 hours, or less from delivery are subject to a 50% cancellation fee. Orders cancelled after delivery are subject to a half-day (.66 the day rate) for 1-day rentals and 1-day minimum charge for multi-day rentals.
- No allowance will be made for time lost due to delays in returning rented equipment to MLD by 10am on the date specified in the Lessee's contract. Equipment not returned by 10am on the due date may be subject to a minimum Late Fee equal to the 1-day rate for equipment rented. Late fees will continue to accumulate at this rate for every 24-hour period the equipment is not returned after the contract deadline. Additionally, the Customer agrees to pay MLD a sum equal to the rental rate charges herein charged for the loss of use during the time that MLD is deprived of the equipment, computed to the date of restoration, whether or not the equipment is delayed in return, damaged, or missing.
- Rentals not returned within 24 hours of the date on the contract shall be turned over to the Police for investigation as a criminal matter and prosecuted to the full extent of the law.
- MLD does not provide tape stock on an as-used basis. All tape stock sales are final, no returns accepted. In the event raw, un-recorded tape stock is defective due to a manufacturer defect, MLD, at its sole discretion, will provide a replacement tape of equal value.
- A signed original copy of these Terms & Conditions and Customer Application must be on file and approved by MLD before any equipment is released.
- All invoices and charges are due and payable only in Dallas, Dallas County, Texas. Credit accounts are due and payable NET 30 days. Past due balances are subject to a 1.75% monthly finance charge (21% APR). MLD accepts cash, personal, company and cashier's checks, as well as Visa, MasterCard, Discover, American Express and PayPal. All returned checks are subject to a convenience charge of 10% of the total amount of check, plus any bank fees incurred. To secure payment due to MLD for rental, or damages, the Customer hereby authorizes MLD to secure any attorney in any court of record to seek judgment for such amount as may be unpaid and due. If there is any lawsuit involving this agreement, the winning party shall be entitled to compensation for reasonable attorney fees, costs and other necessary expenditures. Customer (Lessee) is responsible and agrees to pay MLD for any state or local taxes which may be levied upon the equipment, or use of the equipment listed in the contract.
- If the Customer (Lessee) shall default on any of the terms of this contract, or in making payments on time, MLD can seize said equipment. If at any time MLD believes this agreement will be impaired MLD can declare this agreement terminated and may without notice demand, by process of law, or otherwise, retake possession of said equipment. For such purpose, MLD, its agent's, or employees may enter upon any premises where said equipment may be and remove same, without being liable to any suit of action, or other proceeding by the Customer (Lessee). It shall be lawful for MLD, or its agent's at all reasonable times to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of said equipment.
- MLD Equipment Rental, Inc. reserves the right to make changes to its Terms & Conditions for the purpose of modifying, revising and updating company policy at any time and without prior notice. Changes will be posted on the company website, [www.mldvideo.com](http://www.mldvideo.com).

### Shockwatch

Any piece of equipment returned to MLD with a Shockwatch label activated, or removed can be subject to an Engineering Inspection Fee (up to a \$200) to determine if it has been damaged. If damage is found, the customer will be liable for repairs under MLD's Damage/Loss Limit Fee, or their insurance. In the event a Shockwatch is activated, or removed, MLD, and only MLD, has sole decision making authority in determining damages and repair costs associated with the Shockwatch activation, or removal. Removed Shockwatches are subject to a \$25 replacement fee.

### Damage/Loss Limit Fee

The Damage/Loss Limit Fee applies only when the equipment is in possession of the Customer, or a common carrier and only within the United States. Cost to the Customer is 16% of the daily net rental contract charges and is charged for the total days the contract is in effect, including shipping, no charge rental and return delivery days. Customer's financial responsibility is limited to a maximum of \$2,500.00 (\$5,000.00 while equipment is in the hands of a common carrier) for equipment damage and/or loss per each rental contract. Upon payment by the Customer to MLD of the Damage/Loss Limit Fee as stated above, MLD will (subject to the exclusions below) assume responsibility for damage and/or loss of equipment for which the Customer is responsible under this agreement and applicable law. This Damage/Loss Limit Fee excludes all damage and/or loss to equipment under the following situations for which the Customer shall remain fully responsible to MLD:

- up to \$2,500.00 regardless of damage, or loss
- up to \$5,000, regardless of reason, while equipment is in the hands of a common carrier
- lens scratches, and unauthorized internal adjustments, or repairs to equipment
- willful, or intentional misuse, or loss
- unexplained disappearance, fraudulent, or dishonest acts
- warlike, or government action, such as confiscation, or seizure
- theft from any closed vehicle (such as a truck or van) is not covered unless the vehicle is locked & there are signs of forcible entry.
- theft from a visually open vehicle (such as a station wagon, or sedan) is not covered under any circumstances
- theft which is unreported by Customer to the police within 48 hours (MLD requires a copy of the police report)
- any loss, or damage occurring outside the United States

### International Rental

Rental equipment may NOT be shipped out of the United States without express written consent of MLD. The Customer may take rental equipment out of the United States if it is picked up and returned to an MLD facility and the Customer acknowledges the following:

- Customer is responsible for the registration of all equipment with U.S. and foreign customs. MLD will provide a list of rented equipment consisting of brand name, description, manufacturer, country of origin and declared value.
- No rental allowance will be made for time lost in late returns due to delays in shipping, improper documentation, or impounding of equipment by Custom Agents for any reason. The services of a Customs Broker are advised. All duties, tariffs, or other charges resulting from out of country rental are the sole responsibility of the Customer (Lessee).
- All risk coverage (including confiscation & seizure coverage) of MLD equipment is required. The MLD Damage/Loss Limit Waiver does NOT apply to international rentals arising out of the use or inability to use the equipment, whether used singularly or in connection with other equipment.

### Agreement

By placing my name and signature below, I do hereby acknowledge that I have read, understand, and agree to MLD Equipment Rental, Inc.'s Terms and Conditions.

Name/Company/Title

Name

Company & Title

Signature

Date