

# INTRODUCTION

To our customers and colleagues:

The following pages contain information on our rental sound stages, lighting/grip trucks, generators, dollies, jibs and cranes, as well as a complete rundown of our entire lighting, grip and related equipment.

You will find a site plan of our entire facility, with easy access for loading, ample free parking and our convenient location providing quick access to expressways, Lake Shore Drive and downtown Chicago.

From the very beginning, our goals have been to offer the most workable and comfortable stages; the most current and best maintained equipment; and the highest level of professional service. Over the past three decades there have been a great many changes to our industry and growth for our company, but our commitment to those goals has not changed. We hope to have the opportunity to demonstrate that on your next project.



Jules Tomko  
President



Wayne Kubacki  
Vice President/Manager

# TERMS AND CONDITIONS

## GENERAL

1. It is assumed that each LESSEE or end user understands the operating procedures for each piece of equipment ordered.
2. LESSEE has inspected or may inspect the equipment and/or vehicles before the start of a job. LESSOR MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION AS TO PERFORMANCE, CONDITION OR OPERABILITY OF THE EQUIPMENT AND/OR VEHICLES OR ITS SUITABILITY FOR THE JOB (LESSEE TAKES THE EQUIPMENT AND/OR VEHICLES ON AN AS-IS BASIS); AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR FOR ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE'S RENTAL, USE AND POSSESSION OF THE EQUIPMENT AND/OR VEHICLES.
3. LESSEE shall, at his own expense, protect, keep and maintain, in his custody, the equipment and/or vehicles in good state of condition and repair, and shall not use or operate such equipment and/or vehicles other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same to LESSOR'S premises upon termination of the rental period in the same condition and good order as when received.
4. LESSOR'S acceptance of the return of rented equipment and/or vehicles is not a waiver of claims the LESSOR may have against LESSEE, nor a waiver of claims for latent or patent damage to the equipment and/or vehicles.
5. LESSEE agrees to compensate LESSOR at the daily rate per catalog price when the equipment is out of service for repairs or replacement as a result of said equipment being lost, stolen, missing or damaged, other than as the result of reasonable wear and tear.
6. Accrued rental charges will not be deducted from the replacement cost.
7. Payment terms for open accounts are net 10 days.
8. To secure the payment of the rental due hereunder, LESSEE hereby authorizes, irrevocably, any attorney of any Court of Record to appear for LESSEE in such court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the owner or its order, for such amount as may appear to be unpaid and due hereon, together with all costs and reasonable attorney's fees, and to waive and release all error which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue thereof.
9. Prices and specifications in LESSOR'S catalog are subject to change without notice.
10. No terms, representations or warrant, express or implied not herein set forth in writing shall bind LESSOR.

-CONTINUED-

## RENTAL POLICIES

1. Equipment rentals must be returned before 10:00 am or full rental will be charged for that day. Equipment may be picked up after 4:00 pm the day before the start of the rental period.
2. Vehicles are rented on a per day basis. Early morning pickup and late night return are available at no additional charge. Daily rental charges accrue for each day or portion thereof that vehicle is in the possession of the LESSEE or LESSEE'S agents. Travel day rates are available upon request.
3. Minimum daily rental: \$20.00
4. **Cancellations**
  - A. **Equipment:** one full working day notice to avoid charge for loss due to cancellation.
  - B. **Vehicles:** two full working days notice to avoid charge for loss due to cancellation.
  - C. **Stage:** If LESSEE has verbally committed to a "firm" rental schedule, and cancellation is made prior to five full working days, LESSEE is liable for a charge of \$250.00 for each day scheduled. If cancellation is made within five full working days, LESSEE is liable for a charge for each day scheduled, equal to the published "prep" day rate for that stage.

## INSURANCE

1. **Equipment:** LESSEE agrees to provide adequate All Risk Damage Replacement Cost Insurance Coverage for equipment leased from LESSOR. Certificates of insurance must be issued by the insurance company, and made available to lessor upon request, naming the LESSOR as **Additional Assured**. Failure by LESSEE to procure said insurance shall not affect LESSEE'S obligations under the terms and conditions of this lease.
2. **Stage:** LESSEE shall indemnify and save LESSOR harmless from any and all claims for personal injury or property damage resulting from, or which is incidental to, the operation of the facilities during the term of the lease. LESSEE, at its own expense, shall keep effective, during the entire term of the lease, **an insurance policy insuring LESSOR as NAMED ASSURED against liability for such personal injury limits of at least \$500,000/\$1,000,000, and against liability for such property damage with a minimum coverage of at least \$200,000.** Such insurance shall be placed with an insurance company reasonably satisfactory to LESSOR. Such policy or a certificate thereof shall be delivered to LESSOR at least one day prior to the beginning of the leased term.
3. **Vehicles:** LESSOR maintains collision and liability insurance coverage for its vehicles, and will extend said coverage to LESSEE during the term and subject to the terms and conditions of LESSEE'S rental (See: RESTRICTIONS). LESSEE is responsible for the first \$500.00 in damages or claims of any kind. This coverage does not apply to the equipment or other contents of the vehicle. LESSEE assumes full responsibility for the equipment or other contents (See: Insurance-Equipment).

-CONTINUED-

## **RESTRICTIONS**

A. LESSOR will, at its discretion, designate an employee or agent of LESSEE, to be the sole driver/operator of the LESSOR'S vehicle during the term of the lease period. LESSEE acknowledges that it will not cause or permit any individual other than the said designated driver/operator to drive or otherwise operate LESSOR'S vehicle at any time during the term of the lease period.

B. LESSEE acknowledges that said designated driver/operator is under LESSEE'S exclusive supervision and control at all times, and that LESSEE will not cause or permit said driver/operator to operate LESSOR'S vehicle in violation of any federal, state or local laws or regulations, or operate LESSOR'S vehicle in any way that causes undo risk or hazard beyond the normal usage of a motor vehicle.

## **IMPORTANT**

A. In the event of LESSEE'S failure to comply with any of the obligations, terms and conditions listed above, LESSEE assumes and agrees to hold LESSOR harmless from and against all costs and expenses incurred by LESSOR arising from claims, actions, and all liability in connection with or arising from LESSOR'S rental of the vehicle or equipment.

B. LESSEE agrees to compensate LESSOR at the daily rate per catalog price when the vehicle and/or equipment is out of service for repairs or replacement as a result of said equipment or vehicle being lost, stolen, missing or damaged, other than as a result of reasonable wear and tear, in the event of LESSEE'S failure to comply with the obligations, terms and conditions of LESSEE hereunder.