



# EASTERN EFFECTS, INC. EQUIPMENT RENTAL CONTRACT

***\*TO CONFIRM YOUR RENTAL PLEASE RETURN THE FOLLOWING PAPERWORK\****

- 1. RENTAL QUOTE / ORDER. INITIAL THE "JOB OUT & JOB RETURN" DATES** signed by an authorized representative.
- 2. EQUIPMENT RENTAL TERMS & CONDITIONS** signed by an authorized representative.
- 3. CREDIT CARD AUTHORIZATION** signed by the credit card holder.
- 4. CERTIFICATES OF INSURANCE. SEE "INSURANCE" on PAGE 2 FOR MORE INFORMATION.**
- 5. NEW YORK STATE RESALE CERTIFICATE or TAX EXEMPTION (if applicable).**

*The above actions signify that all parties have agreed to the terms of the Rental Quote / Order, and EEI's Equipment Rental Terms & Conditions. EEI will begin preparing the requested package for rental only when the fore-mentioned actions are satisfied.*

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## **PAYMENT**

- **PAYMENT TERMS ARE C.O.D. PAYMENT IS DUE IN FULL AT TIME OF EQUIPMENT PICKUP**
  - Check: Corporate, Personal, or Certified are acceptable
  - Credit Card: Visa, MasterCard, American Express, Discover are accepted
  - Cash: Accepted. *A CREDIT CARD DEPOSIT MAY BE REQUIRED.*
- **SECURITY DEPOSITS:**
  - Required for any rental or additional rental package that exceeds 2 weeks.
  - The deposit will be equivalent to one week's rental rate.
  - Deposits are held until all monies owed to Eastern Effects, Inc. have been paid in full.
  - Check, Credit Card, or Cash are all acceptable deposit payment forms.

***Thank you for your order. We appreciate your business and look forward to working with you!***

## **INSURANCE**

### **ALL CUSTOMERS MUST PROVIDE EASTERN EFFECTS, INC. WITH INSURANCE PRIOR TO THE FIRST RENTAL:**

- Commercial General Liability
  - Eastern Effects, Inc. must be named as “Additionally Insured” on a Commercial Liability Policy.
  - The policy limit must be a minimum of \$1 million each occurrence and \$2 million general aggregate.
  
- Commercial Property Policy
  - Eastern Effects, Inc. must be named as “Loss Payee” on a Commercial Property Policy.
  - The policy limit must be a minimum of \$500,000 for rented equipment unless Order (s) Replacement Values are indicated as less.
  - Eastern Effects, Inc. does not accept insurance policies with an “Unattended Vehicle Exclusion” endorsement. Any insurance policy that has this endorsement must be amended so the rented equipment is covered should it be lost, stolen, or damaged while in an unattended vehicle.
  
- Also Make Sure of the Following:
  - The policy is written by an insurance carrier with an AM Best Rating of A- VII or greater and licensed and admitted to issue insurance policies in the state where the Renter is located.
  - The policy is written in US dollars.
  - The customer’s policy provides coverage for rented equipment, and accessories for both property and liability.
  - The limit of liability is clearly stated.
  - The deductible, if any is indicated.
  - The coverage is all risk including but not limited to fire, theft, windstorm, flood, earthquake, vandalism, mechanical breakdown and other customary perils included in a special risk policy form.
  - The coverage is written on a world-wide basis, including transit.
  - The coverage is written on a “Replacement Cost Basis” without deduction for depreciation.
  - The captioned policy will be endorsed to provide 30 days written notice to Eastern Effects, Inc. in the event of cancellation, reduction, or increase in coverage.
  - The policy includes an endorsement stating that with respect to equipment rented from Eastern Effects, Inc. as their interest may appear.
  - The certificate is signed by either a representative of the insurance company or an agent of the company.
  
- The Renter represents that all liability and property insurance shall remain in full force for the entire term of the rental period. In the event any policy is cancelled, terminated or rescinded during the rental period, Renter shall provide immediate notice to Eastern Effects, Inc.

## **EQUIPMENT RENTAL TERMS & CONDITIONS**

The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting, grip, and/or vehicle (hereinafter described as equipment) in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to EASTERN EFFECTS INC. compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate EASTERN EFFECTS INC. in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants EASTERN EFFECTS INC. unconditional permission to charge his credit card account for equipment lost, stolen, or damaged.

In no event shall EASTERN EFFECTS INC. be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify EASTERN EFFECTS INC. immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to EASTERN EFFECTS INC. immediately upon the holding of the required test by the renter, and provided the said equipment is returned to EASTERN EFFECTS INC. forthwith for inspection by EASTERN EFFECTS INC., and provided there is a defect of non-function as claimed by the renter, and EASTERN EFFECTS INC., in its reasonable judgment determines that said defects was not caused by any act of the renter or its employees or agents, then EASTERN EFFECTS INC. shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by EASTERN EFFECTS INC. shall be abated from the time of acceptance of such return in the event EASTERN EFFECTS INC. substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by EASTERN EFFECTS INC. of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.

The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to EASTERN EFFECTS INC. The renter further agrees to pay the per diem rental rate for each day past the due date. No allowance will be made for any reason.

The renter agrees that the leased property herein will not be taken from the ground in an airplane or any machine used for air travel without written consent of EASTERN EFFECTS INC. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally. The renter agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles and/or equipment showing ownership of EASTERN EFFECTS INC.

If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of 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, EASTERN EFFECTS INC. shall have the option to retake immediate possession of said equipment and for such purpose EASTERN EFFECTS INC. 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 liable to any suit or action or other proceeding by the renter.

The renter agrees to pay all reasonable outside attorney's fees and costs incurred by EASTERN EFFECTS INC. in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

The acceptance of the return of the rented equipment is not a waiver by EASTERN EFFECTS INC. of any claims that it may have against the renter, nor a waiver of claims for latent of patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

No terms, representation or warranty, express or implied, not herein set forth in writing shall bind EASTERN EFFECTS INC.

If the renter has rented an EASTERN EFFECTS INC., vehicle, the renter will provide Auto Liability insurance that is primary over any other insurance in effect for EASTERN EFFECTS INC. for all claims arising out of the use of the vehicle, and renter shall indemnify EASTERN EFFECTS INC. for any claim for injury (including death) and hold EASTERN EFFECTS INC. harmless for any expense incurred (including attorney's fees) arising out of such claim.

The renter represents that all liability and property insurance shall remain in full force for the entire term of the rental period. In the event any policy is cancelled, terminated or rescinded during the rental period, renter shall provide immediate notice to Eastern Effects, Inc.

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

The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

**\*The Pickup Time for Vehicle Related Packages Must Be Agreed Upon with Eastern Effects 24hrs. Before the Check-out Date. Latest Pickup Time for all Vehicle and/or Equipment Packages is 3:00pm. ALL EQUIPMENT/VEHICLES MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES.\***

**Signature (Authorized Representative):** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Name (please print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

## CREDIT CARD AUTHORIZATION

Customer/Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### Credit Card Information

Type of Card: *Visa*    *MasterCard*    *American Express*    *Discover*

Is this Card?:    *Debit*    *Corporate*

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

(4 Digits above account number for American Express or last 3 digits on back for all other cards)

Cardholder's Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Cardholder's Telephone #: \_\_\_\_\_

Cardholder's Email: \_\_\_\_\_

Please sign if credit card can be kept on file for future orders: \_\_\_\_\_

I hereby authorize Eastern Effects, Inc. and its successors to charge to the above credit card any equipment and vehicle rental fees, security deposit, loss & damaged equipment fees, past due rental fees, or any other fees or charges related to any purchase, rental, repair, or any other service provided to the above named Customer. I was given an opportunity to review Eastern Effects, Inc.'s Terms and Conditions and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by Eastern Effects, Inc.'s Terms and Conditions.

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (printed): \_\_\_\_\_