



thealphacompanies
motion picture rentals

TERMS AND CONDITIONS

- 1. Terms of Agreement and Modifications.** The items described on the reverse are leased upon the terms and conditions set forth on the reverse and on this page. This agreement contains all of the terms upon which the items are leased and supercedes and controls any other or proposals written or unwritten given with respect there to unless the terms here of are expressly modified by a later agreement signed by the parties.
- 2. Conditions of Items.** Receipt of said items in good condition is hereby acknowledged. Lessee acknowledges it has examined and tested the items listed here in or has had the opportunity to do so and that the same is in good workable condition and accepts the same "as is".
- 3. Lease Period.** The lease period shall commence on the pick-up date set forth on the reverse.
- 4. No Alterations.** The items shall not be altered by the Lessee, without the express written consent of Lessor.
- 5. No Transfer.** This contract in no way implies transfer of ownership or title of said items.
- 6. Return and Termination.** On any termination of this lease said items shall be returned to Lessor at its plant in as good condition and repair as when received by Lessee. All costs of transportation from and to said plant shall be paid by Lessee.
- 7. Termination of Lease.** This lease may be terminated at any time by Lessor by written notice or for the Lessee's default or if the Lessee's credit is impaired or a petition in bankruptcy is filed by or against Lessee.
- 8. Rental and Holding Over.** The rental (lease) costs specified on the reverse is for the period ending on the return date specified on the reverse for return of said items. If the items are retained by the Lessee after such date, rent shall be paid weekly at the same rate which the original cost was computed.
- 9. Deposits.** All deposits received by Lessor shall be held and deposited as security for the performance of the Lessee's agreement here under and, at the option of Lessor, may be applied to the payment of rent as it comes due, and/or to make repairs for damage incurred to said items while under the care of the Lessee, and/or to cure any default of Lessee without prejudice to or suspension of any other right or remedy of Lessor. The (security) deposit also may held and used by Lessor until all of the Lessee's obligations are fully performed and the items returned to the plant. The amount of any deposit in no way defines or limits the Lessee's liability for costs or obligations to Lessor incurred by Lessee.
- 10. Replacement Costs.** Replacement costs (valuation) are always charged in addition to rental and/or any other costs. Rental amounts are never applied toward replacement costs.
- 11. No Assignment.** Lessee shall not assign this contract or any of its rights or obligations here under, nor shall the same be assignable by operation of law, without the prior written consent of Lessor. Lessee shall not loan, rent or sublease the items nor allow any third party to use the items.
- 12. Indemnification.** This lease is made upon the express condition that Lessor is to be free from all liability and claims for damages by reason of injury to any person or persons, including Lessee, or property of any kind whatsoever belonging to any person or persons, including Lessee, from any cause or causes whatsoever in any way connected with the use, storage or possession of the items leased or the performance of this agreement. Lessee hereby agrees to defend, indemnify and save harmless Lessor from all liability, loss, cost or obligation on account of, or arising out of, such injuries or losses, however occurring.
- 13. Insurance.** Lessee shall maintain, at Lessee's sole cost and expense, sufficient casualty insurance covering the full replacement value of the items leased under this agreement, which insurance will provide coverage in the event the property is damaged, destroyed or stolen. Lessee hereby agrees to pay to Lessor out of any proceeds received under the insurance policy insuring such covered items, before any other disposition is made of such proceeds, in an amount equal to the full replacement value of all such covered items owned by Lessor which are destroyed, damaged or stolen. Lessee additionally agrees, at Lessee's sole cost and expense, to carry and maintain in full force and effect public liability insurance in the amount of at least \$1 million for any one accident, and naming Lessor an additional insured, such insurance to protect Lessor as owner of the damage relating to the use, storage or possession of the items leased under this agreement. Lessee agrees to provide Lessor with satisfactory evidence of such insurance.
- 14. No Warranty or Guarantee.** Lessor offers no warranty or guarantee, express or implied, for the actual service ability or condition of said items.
- 15. Interest.** Any balance not paid by the payment due date as shown on the reverse will be charged a late penalty of 1.5% per month or fraction thereof (18% annual percentage rate).
- 16. Collection Costs and Attorney's Fees.** If suit is commenced or an attorney is employed, or Lessor incurs other costs to enforce any obligation of the Lessee here under, or to collect monies owed Lessor by Lessee under the terms of this agreement, Lessee agrees to pay all costs of collection incurred by Lessor, including but not limited to, investigations, court costs, collection agency costs, and/or attorney's fees. This work order is subject to all terms on this work order and the terms and conditions on the reverse side. THE ALPHA COMPANIES (Lessor). hereby objects to any additional or different terms.