



RENTAL AGREEMENT TERMS AND CONDITIONS

GENERAL

The Priestleys Fine Art Photography is the parent company of Boston Audio Visual Rental. Credit card charges may appear on customer credit card statement as "The Priestleys" or "The Priestleys Fine Art Photography". As a condition of placing any order with Boston Audio Visual Rental, you agree to the following terms and conditions. The terms "Boston Audio Visual Rental," "we" or "our" refer to Boston Audio Visual Rental also known as "The Priestleys" or "The Priestleys Fine Art Photography". The terms "you" or "yours" refer to the customer ordering Boston Audio Visual Rental services, equipment rentals, or products. All orders placed by you or the authorized credit card users will be subject to these terms and conditions, unless otherwise agreed by both you and Boston Audio Visual Rental in writing, and acceptance of any orders by you is conditional upon your agreement of these terms and conditions.

PAYMENTS

If payment for equipment and/or services provided is made via credit card or cash, payment is due no later than the first day that equipment and/or services are provided. If payment is via check, full payment is required no later than 5 business days prior to the first day that equipment and/or services are provided.

RESPONSIBILITY OF EQUIPMENT

You agree to inspect the equipment upon receipt and immediately notify Boston Audio Visual Rental of any damages, malfunction or missing components so that Boston Audio Visual Rental can take appropriate measures. You also accept complete responsibility for all users of the equipment during the time the equipment is in your possession until it is returned and inspected by Boston Audio Visual Rental Equipment. You agree to leave a credit card on file for use as a deposit equal to the full replacement value of the equipment which will be completely refunded to you upon return and inspection of undamaged equipment to Boston Audio Visual Rental Equipment. In the event of damage, loss or theft of equipment, you agree to be financially responsible for the repair or replacement of rented equipment. If services ordered by you include a Boston Audio Visual Rental Equipment technician to deliver, setup, operate and strike the equipment, then this equipment deposit is waived. However, you may determine before or during an event that equipment or services not originally contracted for are necessary for such event. You hereby authorize use of credit card on file to pay for any additional equipment rentals or billable services requested by you (or the authorized credit card users), which will be billed at Boston Audio Visual Rental's then-current standard pricing and guidelines.

RETURN OF EQUIPMENT

In consideration of your rental of Boston Audio Visual Rental equipment, you agree to pay the applicable rental fees set forth in your contract agreement. Rental fees begin accruing on the specified starting date submitted with your contract agreement and will continue through the day the equipment is returned to Boston Audio Visual Rental. You are responsible to return the rented equipment on or before the date specified in the contract agreement. If equipment remains unreturned after your initial rental period, rental fees will continue to accrue at the daily rental rate and you hereby authorize use of credit card on file to pay for additional equipment rental fees.

EQUIPMENT DELIVERY AND PICK UP

If equipment delivery is requested, Boston Audio Visual Rental will deliver the equipment at the location and time specified in the contract agreement. You agree that a trustworthy person will be present at the location and time specified in the contract agreement to sign for and receive delivery of the equipment. A signature is required for delivery or pickup of the equipment unless waived by customer. Any refused or returned deliveries will be processed as a completed rental transaction, with the full lease, service and other fees assessed against you in addition to all other fees and charges provided in these terms and conditions. In the event that a person is not present at the location and time specified in the contract agreement to sign for and receive delivery of the equipment, you authorize a "wait time" fee to be applied and charged to the credit card on file. The "wait time" will begin at the time specified in the contract agreement and stop when a trustworthy person is present at the location specified in the contract agreement to sign for and receive delivery of the equipment. You also agree that a "wait time" fee may be charged if the equipment is not ready for pickup at the time specified in the contract agreement.

TECHNICAL ASSISTANCE AND SUPPORT

Should you encounter any difficulties with the set-up or operation of your rental equipment, please contact us at 1-781-334-0001. If your problem occurs after our regular business hours, please call 1-781-985-5750 to be connected with our 24-hour technical assistance staff. Boston Audio Visual Rental will only consider order adjustments for equipment problems when our technical staff has the opportunity to remedy the problem. Boston Audio Visual Rental



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is not responsible for the compatibility of the equipment rented pursuant to this agreement with any equipment supplied by you or a third party with whom you contracted.

EQUIPMENT AND SERVICE PERFORMANCE

Boston Audio Visual Rental is committed to meeting and exceeding the expectations of our clients. If we do not meet your expectations in any way you agree to let us know promptly. Boston Audio Visual Rental's liability for issues related to services and equipment rentals provided for any order is limited to a refund of any applicable services or equipment rentals. You agree that Boston Audio Visual Rental is not liable to you for any incidental or consequential damages under any circumstances.

USE OF EQUIPMENT

Boston Audio Visual Rental reserves the right to limit access to equipment if you retain Boston Audio Visual Rental to provide a technician(s) to setup and operate equipment.

CANCELLATION POLICY

If you need to cancel your order prior to the event, you are required to notify Boston Audio Visual Rental in writing. Dependent on when the order is cancelled in advance of the event, a cancellation fee will be due at the following rates: If the order is cancelled three business days or greater before the delivery date, a refund of 75% will be processed and a 25% cancellation fee remains due. If the order is cancelled one or two business days before the delivery date, a refund of 50% will be processed and a 50% cancellation fee remains due. If the order is cancelled the same day as the delivery date, no refund will be processed and the total fees remain due. Cancellation fees will be credited to the client account and may be applied towards a future order of equipment and/or services for a period not to exceed one (1) year from the original contracted start date of the rental period.

LIABILITY

You hereby agree to defend, indemnify and hold harmless Boston Audio Visual Rental, including its officers and employees, from any and all claims, suits, damages, losses, liabilities (including but not limited to Workers' Compensation claims) arising from your or your agents', subcontractors' or guests' use of the equipment or your violation of this agreement. You agree that Boston Audio Visual Rental shall not be liable to you for any incidental, indirect, special, exemplary, punitive, consequential or lost profits damages related to or arising out of this agreement. You agree that Boston Audio Visual Rental shall not be liable for any damages that exceed the fees paid by you under this agreement.

CONTROLLING LAW

These terms and conditions together with Boston Audio Visual Rental's order confirmation(s) represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein and in Boston Audio Visual Rental's contract agreement shall be binding upon Boston Audio Visual Rental unless made in writing and signed and approved by an officer of Boston Audio Visual Rental. You represent and warrant that you have not relied and cannot rely upon any representation or warranty made by Boston Audio Visual Rental pertaining to the matters concerning this agreement, except to the extent that such representation or warranty is expressly set forth in the terms of this agreement. In the event that any one or more of these terms or conditions is held unenforceable, the remaining terms and conditions shall remain binding and effective. You may not assign your interest under this rental agreement to any other party without our prior written consent. This agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. The exclusive jurisdiction and venue of any legal proceedings for the resolution of disputes in connection with this agreement shall be in the Lynn, Massachusetts District Court. In the event any legal action is commenced by you or Boston Audio Visual Rental for the purposes of enforcing any provision of these Terms and Conditions, or in connection with any breach of this agreement, Boston Audio Visual Rental shall be entitled to its reasonable attorney fees, expenses and court costs should Boston Audio Visual Rental prevail in the legal action.

COPYRIGHT

The Copyright Act protects photographers and videographers by giving the author of the photography or videography exclusive rights to reproduce your photographs and/or videography. This includes the right to control making of



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copies. The client agrees that for value received and without further consideration, Boston Audio Visual Rental reserves the right to utilize any photograph or video produced by Boston Audio Visual Rental for any reason including but not limited to illustration, exhibit, advertising, competition, publication, etc. It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without permission, and violators of this federal law will be subject to its civil and criminal penalties.

LOSS/DAMAGE LIABILITY STATEMENT FOR MEDIA TRANSFER & DUPLICATION

By submitting videotape, film, slides, or other material to Boston Audio Visual Rental for transfer to DVD, customer acknowledges that this material will be sent to a centralized lab for processing. This involves logistics and handling processes that are designed to maximize the security of these materials. In the extremely rare event of loss or damage of any kind to the customer's videotape, film, slides or other material, the customer agrees that the liability to Boston Audio Visual Rental is limited to the cost of replacing such materials with blank media of similar type. Customer also agrees that Boston Audio Visual Rental and its employees and agents shall not be otherwise liable to the customer for any loss or damage of any kind or nature, whether direct incidental, consequential, or otherwise.