



CLARK PRODUCTION ASSOCIATES INC. RENTAL CONDITIONS AND AGREEMENT

This rental agreement is between the undersigned, who hereby certifies that he/she is an authorized agent of the company (CUSTOMER) specified below and with CLARK PRODUCTION ASSOCIATES, INC. In signing this agreement, it is understood the CUSTOMER will be responsible to abide by the following terms and conditions:

1. The CUSTOMER assumes responsibility for any and all damage or loss of rented equipment. The CUSTOMER will provide CLARK PRODUCTION ASSOCIATES, INC. with a valid certificate of insurance that provides All Risk coverage, which is greater than or equal to the replacement cost of all equipment used and names CLARK PRODUCTION ASSOCIATES, INC. as loss payee and additional insured. In the event of damage or loss, the CUSTOMER will also be responsible for loss of income on said equipment until it is returned, repaired, or replaced in fulfillment of CLARK PRODUCTION ASSOCIATES, INC'S specifications.

2. Legal title and ownership of all equipment will remain at all times to CLARK PRODUCTION ASSOCIATES, INC.

3. All first-time rentals are C.O.D. Future rentals may be C.O.D. unless other arrangements are made. Open accounts are available with Net 30 Terms upon credit application approval. Any item rented will be returned by 10:30 AM on the day it is due back or additional charges will be levied at the normal daily rate. Any payment received more than thirty days (30) from the invoice date will be assessed a 1.5 % per month interest charge.

4. CLARK PRODUCTION ASSOCIATES, INC. assures that all equipment leaves our facility in good working order. No credit will be given for defective equipment unless we are notified when a problem arises and we are given the opportunity to repair or replace the defective equipment. Any credit is limited to the value of the equipment rental. We are available to offer technical support 24 hours a day, 7 days a week. We are not responsible for the renter's inability to properly operate our equipment.

5. The CUSTOMER acknowledges that the equipment is of a size, design, capacity and manufacture selected by the CUSTOMER. CLARK PRODUCTION ASSOCIATES, INC. has not made and will not make any representation or warranty regarding the condition, quality, durability, and suitability of equipment to the application in which it is being applied. CLARK PRODUCTION ASSOCIATES, INC. is not liable for any illegal use, nonperformance of equipment and specifically does not authorize use where there is a substantial risk to life and/or property.

296 brodhead road

bethlehem, pa 18017

610.694.9800

610.694.9700 fax

info@clarkmedia.com

www.clarkmedia.com



6. In the event of any default by the CUSTOMER, including but not limited to: non-payment of rent for a period of forty-five (45) days; nonperformance of any condition of this agreement; any affirmative act of insolvency, filing of any involuntary petition under bankruptcy statute; subjection of any CUSTOMERS property to any levy, seizure; assignment, application, or sale for or by any creditor or governmental agency; CLARK PRODUCTION ASSOCIATES, INC. or its agent shall have the immediate right to terminate this agreement and to take possession of the property, wherever located, without demand or notice to the CUSTOMER. In the event an action is filed in relation to this agreement, the CUSTOMER agrees to pay a reasonable sum for CLARK PRODUCTION ASSOCIATES, INC'S legal fees, plus all court cost. The CUSTOMER also agrees to indemnify CLARK PRODUCTION ASSOCIATES, INC. and hold it harmless from any and all claims arising out of or resulting from the use of the equipment by the CUSTOMER including any expenses and attorney's fee, which CLARK PRODUCTION ASSOCIATES, INC. may incur in defending any such claims.

7. If requested by the CUSTOMER, CLARK PRODUCTION ASSOCIATES, INC. can contact additional production personnel needed for the CUSTOMERS production and they will invoice the CUSTOMER directly for their services. They are not employees of CLARK PRODUCTION ASSOCIATES, INC. and are not covered by CLARK PRODUCTION ASSOCIATES, INC'S production or worker's compensation insurance. The CUSTOMER is responsible for all insurance coverage and reporting of income for these additional production personnel according to Federal regulations. The CUSTOMER is responsible in the determination of employee/independent contractor status of these production personnel. The CUSTOMER will hold CLARK PRODUCTION ASSOCIATES, INC. harmless in all (Federal, State or Local) tax claims or insurance claims relating to these additional production personnel.

Authorized signature below acknowledges above terms have been read, understood and accepted

_____	_____	_____	_____
Authorized Signature	(Title)	Date	
_____	_____	_____	_____
Print Name	Company	_____	_____
_____	_____	_____	_____
Address	City	State	Zip

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info@darkmedia.com

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