



**RED SKY STUDIOS**  
**184 EVERETT STREET**  
**ALLSTON, MA 02134**

### **Equipment Rental Terms and Conditions**

These terms and conditions form part of the rental contract (the "Rental Contract") between you and Red Sky Studios, LLC. And applies to all the equipment and/or vehicles (the "Equipment") rented by you. By mutual agreement between you and Red Sky Studios, LLC, exceptions to these terms and conditions may be written into a specific Rental Contract (also known as the signed proposal).

You are considered to have taken delivery of the equipment and therefore assume all risk of loss from the time that the Equipment is set aside from Red Sky Studios, LLC. general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), unless you notify Red Sky Studios, LLC. of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

**Your responsibilities with regard to the equipment.** Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use. Your responsibility ends when the equipment is returned and the rental term has expired.

**Equipment damaged or destroyed while in the field.** Upon return of damaged equipment, Red Sky Studios, LLC will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether the equipment shall be replaced or repaired. Red Sky Studios, LLC.'s judgment shall be conclusive upon you. Should Red Sky Studios, LLC. determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, less any discounts available, without deduction for depreciation.

**Lost, stolen, or destroyed equipment.** In the event that after delivery to you, any of the equipment is lost stolen, damaged beyond repair, destroyed or otherwise disappears, or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

As soon as you realize that equipment is missing, notify the rental company, and file a police report.

**No warranty or Guarantee.** Except as provided by the law, equipment is rented to you without warranty or guaranty of any kind, expressed or implied and Red Sky Studios, LLC. assumes no responsibility unless agreed to in writing.

**Title and ownership.** You specifically acknowledge Red Sky Studios, LLC superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the equipment.

**Right of Entry and Inspection.** Red Sky Studios, LLC shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of Red Sky Studios, LLC access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, Red Sky Studios, LLC has the right to remove all of the Equipment without any liability to you, and without prejudice to Red Sky Studios, LLC's right to receive rent due or accrued to, including the date of removal of the Equipment.

Received and Accepted By:

ACCEPTED AND AGREED TO:

COMPANY

LESSOR

By: \_\_\_\_\_

by: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_