

## THOMASSON LIGHTING, LTD.

333 N. WESTERN AVENUE  
CHICAGO, ILLINOIS 60612  
PHONE 312-666-4300  
FAX 312-666-9460

# RENTAL AGREEMENT

The LESSEE whose name and authorized signature appears on this agreement, hereby rents from THOMASSON LIGHTING, LTD. the equipment and services described, and acknowledges receipt of said equipment in working order.

### Rental Period

Minimum rental period is one day. Special rates are available on one week or longer rentals.

### Cancellations

THOMASSON LIGHTING, LTD. requires 24-hour notice of all cancellations. A one-day rental rate shall be charged for lack of advance notice.

### Payment Terms

Payment terms are net 30 days, except for out-of-state lessees who are C.O.D. at end of rental. A charge of 1.25% per month will be applied after 30 days. All accounts over 60 days are C.O.D. Some rentals may require payment in advance and a deposit.

### Liability

LESSEE hereby agrees to indemnify and hold harmless THOMASSON LIGHTING, LTD., its officers and employees from any and all claims, suits, damages, losses, liabilities (including Workers' Compensation for LESSEE'S employees and agents either full-time or day-hired), including attorney fees for: loss of life or injury to any person, damage to property or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented equipment, including but not limited to such damage or injury which may be caused by the negligence of THOMASSON LIGHTING, LTD.

### Qualified Personnel

All equipment is rented in good condition and is to be returned in good condition, with ordinary and reasonable wear and tear allowed. THOMASSON LIGHTING, LTD. assumes in good faith that operators of rented equipment are knowledgeable and experienced in its use. THOMASSON LIGHTING, LTD does not accept the responsibility for unsafe or unqualified operators and or drivers hired by LESSEE. The LESSEE accepts the full responsibility to verify the good driving records of the drivers they hire and their qualifications to operate the vehicle being rented. The LESSEE is responsible for both driver and vehicle from portal to portal.

### Damaged Equipment

In the event that any part of the equipment is destroyed, damaged, lost or stolen during the rental period, the LESSEE shall continue to pay rent until the equipment is replaced or repaired. The LESSEE will be given the opportunity, and is encouraged, to inspect and test the equipment prior to its rental. Thereafter, the LESSEE assumes full responsibility for all items rented until returned. Returning the equipment does not waive possible charges for abnormal maintenance and/or repair. At no time will rental prices accrue toward the purchase of any rental equipment.

### Globes and Per Use Equipment

Spare globes and expendables are provided with certain rentals. No charge is assessed if the burned out globe or the unopened packaged expendables are returned with the rental. LESSEE shall be charged for any globe or expendable that is broken or in any way impaired as a result of LESSEE'S negligence.

### Trucks

1. Only drivers with CDL licenses will be allowed to drive the trucks. LESSEE is responsible for both driver and vehicle from portal to portal.
2. Local electricians and grips are available as drivers, if required.
3. Rental price of truck does not include driver's wages, oil, or mileage. LESSEE is responsible for tolls, permits, parking fees, and any parking violations. LESSEE is also responsible for vehicle from portal to portal and driver from actual on clock time to off clock time.

### Generators and Electrical Distribution Systems

1. Only qualified electricians and approved generator operators will be allowed to operate generators.
2. Rental price of generator does not include driver's wages, fuel, oil, mileage or normal maintenance.
3. It's the sole responsibility of the LESSEE to insure that all generators and electrical distribution systems are grounded and run in accordance with the current National Electrical Code (Article 250) and any regional codes that may apply.
4. Generators are not to be used with any lightning producing devices without prior approval from THOMASSON LIGHTING, LTD.

### Warranty

1. No warranty of performance is made for equipment beyond it being in working order when it leaves THOMASSON LIGHTING, LTD. The equipment is offered for inspection and test at the time of rental. THOMASSON LIGHTING, LTD. is not responsible for any loss resulting from the use of its equipment.
2. Equipment is used at the LESSEE'S sole risk and LESSEE will indemnify and hold harmless THOMASSON LIGHTING, LTD. from any and all liability, claims, costs and expenses arising out of LESSEE'S use or possession of the equipment.

### Insurance

The LESSEE shall provide their own insurance to cover the full replacement value of equipment rented for all loss and damage. Rental cost will not be deducted from replacement cost. Certificates of Insurance must be made available to THOMASSON LIGHTING, LTD. prior to release of any equipment.

### Certificate of Insurance

Insurance must be verified by providing THOMASSON LIGHTING, LTD. a Certificate of Insurance containing the following:

1. List THOMASSON LIGHTING, LTD. as the **Certificate Holder**
2. List THOMASSON LIGHTING, LTD. as **Loss Payee** as respects to: misc. equipment, physical damage to autos both comprehensive and collision.
3. List THOMASSON LIGHTING, LTD. as **Additionally Insured** as respects to: third party property damage, comprehensive general & auto liability.
4. Provide for a 30-day written notice of cancellation or reduction in coverage.
5. Contain in a statement that the insurance is primary with THOMASSON LIGHTING, LTD. over all other insurance.
6. Certificates shall be addressed to: THOMASSON LIGHTING, LTD. 333 N. Western Ave. Chicago, IL 60612.

### Terms and Conditions

Prior to receiving any equipment, LESSEE agrees to the following Terms and Conditions of the LESSOR.

1a. The LESSEE shall at his own cost and expense, protect, keep and maintain, in his custody, the equipment herein rented, in a good state of condition and repair, and agrees to return the same to LESSOR'S premises upon the termination of the rental period in the same condition and good order as when received.

1b. In the event the equipment is destroyed or damaged, by any casualty, or is lost, stolen or missing, the LESSEE shall be liable to the LESSOR for the full replacement value or cost thereof as determined by the actual cost to the LESSOR to replace or repair the same, and no allowance will be made for the reason that any part of it was not used by the LESSEE.

2a. The LESSEE agrees to assume full responsibility and liability for the safekeeping and return of the equipment herein rented to LESSOR'S premises. Said equipment is used at LESSEE'S sole risk and LESSEE will indemnify and hold LESSOR harmless from any and all liability, claims, costs and expenses arising out of LESSEE'S use or possession of the equipment.

2b. LESSEE shall provide proof of adequate insurance to cover the rental, including in-transit coverage equal to the full replacement value of the equipment. In addition to the foregoing the LESSEE agrees to pay the LESSOR a sum equal to the rental rate herein charged for loss of use during the time that the LESSOR is deprived of the equipment, computed to the date of restoration, whether the equipment is replaced or repaired.

3a. It shall be lawful for the LESSOR or his agents at a reasonable time to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of said equipment.

3b. The LESSEE shall not remove the equipment from the United States to any foreign country without first having notified LESSOR and obtaining from LESSOR consent in writing for such removal.

4. If the LESSEE shall default on any of these terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or in any execution or other writ or process shall be issued in any action or proceeding against the LESSEE whereby the said equipment may be ceased or taken, or distrained or if processing in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE, or if at any time the LESSOR reasonably believes that the prospect of the performance of this agreement is any way impaired, than in such event the LESSOR shall have the option of declaring this agreement terminated, and the LESSOR may, without notice or demand, by process of law or otherwise, retake possession of said equipment and, for such purpose, LESSOR its agents or employees, may enter upon and premises where said equipment may be, and may remove the same therefrom, with or without force, and with or without notice of intention to retake the same, without being liable to any suit of action or other proceedings by the LESSEE.

5. The LESSEE specifically agrees that the value of the rented equipment in the event of any loss or damage during the rental period is the value listed in the manufacturer's current user net price list, showing values at the time of loss, injury or damage.

6. The LESSEE shall not sublease the said equipment or assign this rental agreement to any other person, firm or corporation, and said equipment shall at all times remain under the immediate exclusive control, supervision and direction of the LESSEE.

7. LESSEE agrees not to deface, obliterate, remove, or cover the tag or nameplate on the equipment showing the ownership of the LESSOR. The title and ownership shall at all times remain in the LESSOR.

8. The LESSEE does hereby grant the LESSOR an option to terminate this agreement on 24-hour written notice by certified mail or personal service. On the occurrences of said event, the LESSEE shall forthwith return to the LESSOR'S premises at the LESSEE'S risk and expense, the equipment in the same condition as when it was first rented.

9. To secure the payment of all monies due to the LESSOR for the rental or damages due hereunder, the LESSEE hereby authorizes irrevocably, any attorney of any court or record to appear for the LESSEE in such court, in term time or vacation, at any time after default, and confess a judgment without process in favor of the LESSOR or its order for such amount as any appear to be unpaid and due hereon, together with all cost and reasonable attorney's fees, and to waive and release all error and waiving the right of appeal.

10. LESSEE is responsible and agrees to reimburse THOMASSON LIGHTING, LTD. for any state and local taxes which may be levied upon equipment or use of equipment being rented.

11. The acceptance of the return of the rented equipment is not a waiver by the LESSOR of any claims that he may have against the LESSEE, nor a waiver of claims for latent or patent damages to the equipment.

12. This agreement compromises and contains the entire agreement between the parties including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement. Time is of the essence in this agreement.

13. This agreement and the contents hereof represent the only warranty expressed or implied, between the parties hereto, including any implied warranty of merchantability or fitness for a particular purpose and for any obligation liability on the part of the LESSOR.

14. THOMASSON LIGHTING, LTD. neither assumes nor authorizes any other person to assume for it any other obligation or liability in connection with such equipment; nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of use or inability to use the equipment, whether using singularly or in connection with any other equipment.

15. All equipment is offered for inspection and test at the time of rental. The LESSOR does not guarantee, assume responsibility for, or make any representations for the performance of the equipment.

The LESSEE'S financial responsibility includes obtaining protection against damage and/or loss to LESSOR'S equipment by providing written proof of adequate all-risk insurance coverage, including in-transit coverage equal to the full replacement value of the equipment, to the LESSOR prior to receiving any rental equipment. (An example of coverage is available upon request.)

**I have read and understand this rental agreement and agree to all the terms and conditions.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Lessee Signature

\_\_\_\_\_  
Authorized Lessee Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Rental Dates

**IMPORTANT**

**THOMASSON LIGHTING, LTD. must have a completed RENTAL AGREEMENT and correct CERTIFICATE OF INSURANCE on file prior to any rental.**

**No equipment can leave our facility without these documents.**

**THANK YOU**

**Please Fax This Rental Agreement & Your Certificate of Insurance to 312-666-9460 ASAP**