

Talking Circle Media **Rental Agreement**

It is in your best interest to familiarize yourself with this agreement and to understand its various terms and conditions. For your protection, it is necessary to apply certain standard terms and conditions to all rentals. We believe in making things easy and have developed a customized system for the check-out of all rented equipment. We will not release any equipment until this process has been completed.

Rental Rates effective 01/01/08 (rental rates subject to change without notice).

PICK-UP & RETURN

All equipment, without exception, is always inspected, cleaned and properly maintained before and after a rental. This is a time consuming process that cannot be avoided if we are to ensure reliable performance and the proper function of our equipment.

We have established the following terms to be reasonable:

- (a) Normal pick-up time of equipment is set at 3:00 p.m prior to day of use.
- (b) Any pick-up of equipment before 3:00 p.m. will be subject to an additional FULL day's rate.
- (c) Any return of the equipment after 10:00 a.m. will be subject to an additional FULL day's rate.
- (d) Exceptions to the above terms are negotiable, but require approval PRIOR to the equipment leaving our facility.

DEFINITIONS: "TCM" in this document refers to Talking Circle Media. "Client" refers to renter of equipment from TCM, purchaser of materials for sale from TCM and/or purchaser of services from TCM, or employee or agent or purchaser. "Equipment" refers to equipment provided by TCM to Client, unless otherwise specified.

RENTAL PERIOD: The minimum rental period is one day. Equipment may be picked up at any mutually agreed-upon time after 3:00 P.M. on the day preceding the rental period. Earlier pick-up on the day prior to rental day may result in additional charges. Delivery and/or pick-up of equipment by TCM or courier may be arranged at additional cost, subject to availability. Equipment must be returned no later than 10:00 a.m. on the day following the rental period to avoid an additional day charge. In the event that Client desires an extension of the rental period, Client must notify TCM prior to such extension and receive written confirmation and authorization from TCM for such extension. Late return without notification or prior authorization will result in additional charges. No credit is allowed for early return or non-use of equipment.

RENTAL STIPULATIONS: 1. Equipment must not be taken on abnormal or hazardous assignment(s), taken out of the State of Alaska or taken by air other than on a regularly scheduled flight by a recognized airline without the advance written authorization of

TCM. Client must provide TCM with adequate contact information, including name, address and telephone for all locations outside of the Municipality of Anchorage to which Equipment shall be taken.

2. Client agrees to allow a representative of TCM to enter any premises upon which Equipment may be kept or reasonably believed to be kept, for the purposes of recovery, at the termination of any rental period and the Client further agrees to reimburse TCM for any costs incurred in such repossession of Equipment.

3. Client agrees not to remove, cover, deface or otherwise obscure or alter any tag, nameplate or marking on Equipment designating TCM's ownership of Equipment. Markings indicating TCM's ownership include but are not limited to "TCM," "Connections", "Conx" and "C" in either engraved or written form. Client further agrees not to paint, repaint or mark Equipment in any way to indicated identification of Client or any other entity.

4. Client agrees not to sell, loan, assign, pledge, encumber, part with possession or suffer any lien to be created over Equipment. In the event of Client making any attempt to do so or making any act or omission which, in the opinion of TCM, jeopardizes TCM's rights in the Equipment or becoming the subject of any bankruptcy or liquidation proceedings or becoming insolvent or allowing any judgment or well-founded claim to remain unsatisfied or failing to pay any rental costs or any other sum due TCM or failing to comply with of these conditions, Client will be damaged to the extent of expenses allowed by Law.

5. TCM may terminate any rental without notices.

6. Cancellation Fees up to and including the full value of rental booking may apply if firm booking is canceled without adequate notice (24 hours.)

SHIPMENTS: All shipments made outside the Municipality of Anchorage by air or surface at Client's request will be shipped collect. All Equipment returned to TCM must be shipped prepaid. Rental period does not end until Equipment is received by TCM unless Client has made previous arrangements with TCM. All Equipment that is due to leave the United States must have prior written authorization by TCM and be registered with U.S. Customs prior to departure. TCM will furnish Client with a statement giving serial numbers, country of origin and value at Client's request.

PAYMENT: Under normal circumstances, payment will be required in advance of rental, unless, an approved application for credit has been submitted by Client. Payment is accepted in the form of credit card, cash (U.S. currency) or check.

INSURANCE: Prior to taking possession of Equipment, Client or Client's agent shall provide TCM with a valid Certificate of Insurance naming TCM as Loss Payee and Additional Insured. Insurance shall cover Equipment for all loss or damage, including fire and theft, without any deductible amount payable by TCM. Client agrees to indemnify and hold TCM harmless from any liability whatsoever resulting from the use of the Equipment. Failure to provide a Certificate of Insurance as herein stipulated and in a timely manner (prior to Equipment release to Client) may result in Equipment being unavailable for rent and/or may result in additional charges added to the rental invoice, including cancellation charges.

LIABILITY: Equipment is offered for inspection and test at the beginning of the rental period. TCM is in no way responsible for any liabilities, claims, costs or expenses arising out of the use or possession by the Client of TCM Equipment. Neither shall TCM be liable for any loss or damage of any kind, whether caused by negligence or otherwise resulting from:

1. Any delay, detention, late-delivery, defect or deficiency in Equipment or other materials supplied, handled, stored, repaired, received or possessed, or
2. The service of technicians, drivers, or any other personnel or services provided by TCM, if any. TCM has no control over where or in what manner the Equipment may be used and hereby disclaims any OSHA requirements.

DAMAGED EQUIPMENT: Equipment is rented in good condition and must be returned in good condition. Client is responsible for inspection of all Equipment prior to rental to determine that Equipment is acceptable appropriate for the intended application. Costs associated with any repair work necessary due to damage or excessive wear caused while Equipment was in Client's care shall be paid by Client, including any applicable shipping and insurance costs. If unit is damaged beyond repair, Client shall reimburse TCM for the Replacement Value of Equipment. If any Equipment should become unsafe or in a state of disrepair during the rental period, Client agrees to immediately discontinue use of such Equipment and immediately notify TCM of such Equipment's condition. Rental charges on damaged Equipment shall continue until Equipment is repaired or replaced. Rental fees for damaged or lost Equipment shall not be applied to costs for repair and/ or replacement.

SECURITY/DAMAGE DEPOSIT: TCM may, at its discretion, require payment in advance of a deposit to be used to pay for any damage or loss to equipment or vehicles. The amount of this deposit will be determined by TCM. If damage or loss attributable to Client's use or rented Equipment is discovered, charges for repair or replacement will be deducted from the deposit. If damage or loss exceeds deposit amount, Client will be invoiced for the difference, due and payable upon receipt. Whatever amount of the deposit remains (if any) after deductions (if any) will be returned to Client within seven (7) days after completion of rental.

LAMPS/GLOBES: Lighting units are furnished with globes unless otherwise specified. Spare globes are also provided, and must be returned unopened unless used to replace a burnout. There is no charge for burnout if unit is rented on a daily basis and the burned-out globe is returned, unless burnout is caused by mishandling of the unit or globe. There will be a charge for burnouts, returned or not, if globe is rented on a weekly basis or longer.

MODIFICATION OF RENTAL CONDITIONS: Any modifications, alterations, or changes to the procedures and conditions listed herein must be specified in writing, signed by authorized representatives of Client and TCM and appended to the rental agreement form. Any change made by TCM to any of the above conditions with respect to a particular rental contract shall not prevent the future application of such conditions, nor imply any change, alteration or invalidation of any other.

All Prices Are Subject to Change Without Notice. Rentals Are Subject to Equipment Availability and Prior Rental.

Name & Organization (Print): _____

Signature: _____ Date: _____

Contact number: _____