

CHILL STUDIO PRODUCTION LLC

7065.5 Vineland Ave, Burbank, CA, 91605

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is made and entered into by and between Chill Studio Production LLC, a California Limited Liability Company ("Lessor"), and the undersigned ("Lessee").

WHEREAS, the Lessor is duly organized and authorized to conduct business in California and owns certain equipment suitable for rental; and

WHEREAS, the Lessee desires to rent such equipment from the Lessor under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **Rental Period:** The Lessee agrees to rent the equipment for the period specified on the rental quote or invoice and to return the equipment to the Lessor upon the expiration of this period.
2. **Pick-up and Drop-off:** The designated pick-up day for the equipment is the day before the rental period begins, and the return day is the day after the rental period ends. Equipment must be picked up after 1:00 PM on the pick-up date and returned before 12:00 PM on the return date. If equipment is picked up before 1:00 PM or returned after 12:00 PM, such days will be considered as part of the rental period, and the Lessee will be charged accordingly for additional days.
3. **Late Return:** Equipment returned after the designated return day without prior notification to the Lessor is considered a late return. If returned before 12:00 PM, the previous day will be counted as an additional rental day. If returned after 1:00 PM, the entire late return day will also be counted as a rental day. A new invoice will be generated for any late returns, and no discounts or deductions will apply to these charges.
4. **Payment:** The Lessee agrees to pay for the rental of the equipment based on the type of equipment rented and the rental period specified in the quote or invoice, prior to equipment pickup. Any additional services requested by the Lessee may incur additional fees, and these services will not be provided until payment is received in full by the Lessor.

5. **Missed Payment:** If a payment is missed for any reason and the service is already provided, the outstanding amount must be settled within 72 hours from the start of the service. No discounts or deductions from the total amount due will be granted.
6. **Late Payment:** Payments unpaid for more than 72 hours will incur a \$150 late fee plus 2% of the total amount due for each 30-day period or fraction thereof until paid. Any previously applied discounts will be revoked, making the full amount of the invoice immediately due. If collection costs or legal fees are incurred to recover the unpaid amount, these costs will also be added to the Lessee's total due.
7. **Equipment Condition:** All equipment provided shall be in good working order and free from pre-existing damage, unless such damage is marked and noted on the *Equipment Condition Acknowledgment and Confirmation Agreement* at pick-up. Upon signing this document, the Lessee assumes responsibility for maintaining the noted condition throughout the rental period. Any undocumented damage discovered at return will be presumed to have occurred during the rental and will be the Lessee's responsibility.
8. **Agreement Requirement:** The completion of the *Equipment Condition Acknowledgment and Confirmation Agreement* is mandatory at pick-up. If this agreement is not signed, a digital version will be sent to the Lessee, who must sign it within 12 hours following pickup. Failure to sign within 12 hours will be considered acceptance of the equipment as-is, confirming all items are in good working order.
9. **Damages and Loss:** The Lessee agrees to pay for repair or replacement of equipment that is lost, stolen, damaged, or destroyed while in their care. Outstanding rental fees will also be paid in full.
10. **Continuous Rental Fee Policy:** Lessor will inform Lessee if equipment is damaged or lost. After 72 hours, if such equipment is not repaired or recovered, or the required fee is not paid in full, those equipment will be considered actively rented until full compensation for the damage or loss has been received. During this period, rental fees will continue to accrue without discounts.
11. **Insurance Requirements:** For equipment orders exceeding a replacement value of \$15,000, the Lessee is required to provide equipment insurance. The insured name must match the name on the invoice/quote and this agreement. If the policy has a deductible over \$2,500, a deposit equal to the deductible must be provided. Liability insurance is also mandatory for certain equipment, as specified by the Lessor. Insurance from Trimble is not accepted. Compliance must be confirmed prior to pickup.
12. **Insurance Claims:** In the event of unrecoverable items, the Lessee must promptly file an insurance claim and cover deductibles or pay out-of-pocket for the item's value.

13. **Risk and Indemnification:** The equipment is rented at the Lessee's sole risk. The Lessee agrees to indemnify and hold the Lessor harmless from any liability, claims, costs, or expenses arising from the Lessee's use or possession of the rented equipment.
14. **Limitation of Lessor's Liability:** The Lessor shall not be liable for any equipment malfunctions, damage to materials, or any liabilities incurred during the rental. No refunds or reductions in charges will apply, regardless of performance issues.
15. **Professional Liability:** The Lessor does not warrant the suitability of the equipment for specific projects. The Lessee acknowledges selecting equipment based on personal judgment and confirms its suitability before use.
16. **Foreign Use:** The equipment is for domestic use only, as defined by the Lessor. Any use outside of the U.S. will result in immediate termination of the rental agreement and may incur penalties.
17. **Cleaning Fee:** Equipment returned dirty will incur a cleaning or restoration fee, determined by the Lessor based on its condition.
18. **No Modification Policy:** The Lessee is prohibited from modifying the equipment. Any breach will void the warranty and may incur penalties.
19. **Dispute Resolution:** In the event of a dispute, both parties agree to seek an amicable resolution before legal proceedings. If litigation is necessary, the prevailing party is entitled to reasonable attorney's fees and court costs.
20. **Acknowledgment:** The Lessee acknowledges reading and understanding the terms of this agreement. By signing below, the Lessee agrees to comply with all terms and responsibilities outlined.
21. **Modifications:** The Lessor reserves the right to modify this agreement with prior written notice to the Lessee. Modifications must be documented in writing and consented to by both parties.
22. **Entire Agreement:** This document constitutes the complete agreement between the Lessor and the Lessee. No oral promises or representations outside of this agreement will be binding.
23. **Severability:** Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full effect.
24. **Governing Law:** This Agreement shall be governed by the laws of the State of California.

By signing below, the Lessee confirms understanding and agreement to abide by the terms.

Lessee Signature:

Lessee Name (Printed):

Business Name

Business Address:

Email:

Phone Number:

Date Signed:

Lessor Signature:



Lessor Name (Printed):

Yingu Chen

Business Name

Chill Studio Production LLC

Business Address:

7065.5 Vineland Ave, North
Hollywood, CA, 91605

Email:

chillstudiorental@gmail.com

Phone Number:

9095161905

Date Signed:

10/27/24
