

PTPS Stage Facilities & Equipment Rental Policy and Conditions

Continuing Rental Agreement

Lessor and Lessee agree that this Agreement shall apply to rental of stage facilities and or equipment by Lessee from Lessor occurring on or after the date of this Agreement even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of the Agreement shall continue to apply to all future rental transactions between them, without necessity of either party executing a new Agreement.

The lessee, whose company or name and authorized signature appears on this Agreement, hereby rents from Picture This Production Services (PTPS) the equipment, sound stage facilities, grip truck and or services described, and acknowledges receipt of said equipment in working order. A certificate of insurance must be received prior to the date of rental (see insurance requirements).

Rental Period

Minimum rental period is one 10 hour day. Late fees may apply if returned late or used beyond specified time and dates. All equipment must be operated by qualified technicians. PTPS requires authorized (by PTPS) persons to operate stage equipment.

Payment Terms

Payments are net 30 days, except for out-of-state lessees and first time customers who are payment up front and before scheduled services. Other arrangements can be made in advance with credit applications completed and approved by Picture This Management before date of services. A charge of 1.5% per month will be applied after 30 days. Contact our Office Manager for details and setup.

Liability

Lessee hereby agrees to indemnify and hold harmless PTPS, its owners, officers and employees from all claims, suits, damages, losses and liabilities (including Worker's Compensation for lessee's employees, agents and contractors either full-time or day-hired), including attorney fees for loss of life or injury to any person, damage to the facility or equipment or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented stage facilities and or property, including but not limited to such damage or injury which may be caused by the negligence of PTPS, its agents, officers or employees. Picture This is not responsible for lessee equipment, props or other items personal or rented that does not belong to Picture This and is stored or left on or at a PTPS facility at any time.

*** If you have not provided us with Insurance please refer to the Insurance Requirement form and submit your certificate to our office manager before entry.**

Damaged Stage Facilities and or Equipment

Our stage facilities and equipment rentals are offered for inspection and testing at the time of rental. All facilities and equipment are rented in good condition and are to be **returned in the same condition**. Any repair work necessary shall be paid by lessee. If equipment or parts of facility is damaged beyond repair lessee shall pay full replacement price. Lessee is responsible to reimburse PTPS for loss of rentals/income during repair session or replacement process. Lessee is responsible to leave the stage facilities in the rental condition found upon entry to avoid a cleaning fee. **All stage rentals are subject to a paint-out fee.**

Legal Action

Any dispute under or pursuant to this Agreement shall be controlled by Oregon Law. Should lessee default, or fail to perform under any provisions herein, lessee agrees to pay reasonable attorney's fees and other costs actually incurred by PTPS in enforcing such provisions. This agreement involving equipment, facilities, and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

We (Company Name) _____ have read this contract and agree to all terms and conditions for all stage facilities and equipment rentals.

Authorized Company Representative Signature: _____ Date: ____/____/____

Print Name: _____ Title _____

Received By (PTPS rep) _____ Date: ____/____/____

Insurance Requirements:

Stage Rental

Lessee must provide PTPS with evidence Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability

Auto Rental

Automobile Liability Insurance in an amount not less than \$1,000,000.00 Combined Single Limit (for rented autos).

and

Physical Damage Endorsement (Comprehensive and Collision for Non-owned and hired vehicle) on a blanket basis to any vehicle that PTPS may provide to the lessee.

Equipment Rental

All Risks Insurance on all equipment rented from PTPS in the amount of \$100,000.00 for the contents of the 3 ton grip truck or other amount specified for "equipment only" rentals.

Certificate of Insurance (Certificate Holder, Loss Payee and Additional Insured must read **Picture This Production Services** and include our address)

Insurance must be verified by providing PTPS a certificate of insurance containing the following:

1. List PTPS as **Loss Payee as respects misc., equipment, physical damage to autos, and comprehensive and collision.**
2. List PTPS as **Additionally Insured as respects to: third party property damage, comprehensive general & auto liability.**
3. Provide for a 10 day written notice of cancellation or reduction in coverage.
4. Certificates shall be addressed to: **Picture This Production Services 2223 NE Oregon Street, Portland, OR 97232**

* All certificates should cover the time of rental starting with the pick up date and ending with the return date. One year certificates are recommended.

Please mail or fax prior to stage rental Fax (503) 236-2302

If you have any questions call (503) 235-3456