

**Resolution Rentals LLC
1600 N 5th St
Philadelphia, PA, 19122**

Rental Application & Agreement

In order to process your application quickly, and get you on your way to renting gear, please forward the following information to support@resolutionrentals.com

- 1.) The attached rental agreement.
- 2.) A copy of your current driver's license and credit card (front and back)
- 3.) A Certificate of General Liability Insurance naming Resolution Rentals LLC, As Additional Insured and as Loss Payee, with limits not less than \$1,000,000.00 for General Liability Insurance, including Premises Liability and Product/Completed Operations Liability Insurance and the full replacement cost of rented equipment on an "All Risk, Replacement Cost" basis. Equipment must be returned in the manner it was rented.

If you have any questions, please don't hesitate to contact one of our staff, we'll be happy to answer any questions you might have.

Primary contact e-mail: support@resolutionrentals.com

Phone: 215-687-9394

Rental Application

Customer Name: _____

Customer Address: _____ (Number and Street)

_____ (City, State, Zip)

Customer Telephone: _____ (Office)

Customer Telephone: _____ (Mobile)

E-Mail: _____

Other Authorized Users on Account: _____ (Name)

_____ (DL #)

_____ (Signature)

I understand that the foregoing information provided by Lessee shall be and remain part of account file unless and until modified in writing by Lessee.

Rental Agreement

This EQUIPMENT LEASE AGREEMENT ("Lease") is made and effect by clicking on the "Submit Order" button, by and between Resolution Rentals LLC ("Lessor") and current user ("Lessee"). By clicking on the "Submit Order" button, Lessee agrees to be bound by this Lease and all the terms and conditions herein, whether or not Lessee has read them. Lessor may at its discretion amend this Equipment Lease Agreement and the Terms and Conditions herein at any time. By clicking on "Submit Order" button, Lessee accepts the terms and conditions listed here at the time of order.

RECITALS

WHEREAS, the Lessor is the owner of that certain Equipment described more particularly in the above "Order Preview", hereto and made a part hereof by reference (the "Equipment"); and

WHEREAS, the Lessee wishes to lease the Equipment from the Lessor in accordance with the terms and conditions of the Lease; and

WHEREAS, the Lessor wants to lease the Equipment to the Lessee in accordance with the terms and conditions of the Lease; and

WHEREAS, each Party is duly authorized and capable of entering into this Lease;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

- 1.) **Disclaimer** – Lessor makes every effort to ensure descriptions and prices are correct. Lessor reserves right to correct errors as needed. All prices and availability subject to change without notice.
- 2.) **Lease** – Effective as of the "Effective Date", the Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, all of its right and interest in and to the Equipment shown in the "Order Preview" above. Thereafter such Equipment shall be subject to the terms of this Lease and considered "Equipment" for all purposes hereunder.
- 3.) **Shipping** – Lessee agrees to pay both outgoing and return shipping charges at the time of the initial transaction, unless parties otherwise agree. The shipping carrier ("Shipper") shall be UPS or FedEx unless the parties otherwise agree. Lessor will provide a return shipping label, and lessee agrees to return Equipment via shipper of Lessor's choice. A signature will be required upon delivery unless parties otherwise agree.

- A. Lessor cannot guarantee a specific time or date for delivery. Any shipping time given by Lessor is only an estimate.
- B. Use, by Lessee, of shipping methods other than those arranged for by Lessor is a violation of these terms, and may result in the application of late fees.

The Lessee is responsible for bringing the package(s) to an authorized shipping location and having the package scanned. Furthermore the Lessee agrees to obtain a receipt for the transaction which shall be retained until Lessor notifies the Lessee that their rental is complete. Dropping the package(s) off in a drop-box, an un-staffed facility, 3rd party shipper, mailroom facility, etc. does not constitute return of the "Equipment" property and constitutes a violation of the terms of the Lease. Any loss occurred at the above listed unauthorized facilities will be entirely the responsibility of the Lessee.

- 4.) **RENTAL INSURANCE PROVIDED BY CUSTOMER:** Prior to taking delivery of the Equipment, the Customer shall provide to Resolution Rentals LLC a Certificate of General Liability Insurance acceptable to Resolution Rentals LLC, with Resolution Rentals LLC named as the Loss Payee, in a form and amount (not less than \$1 million) satisfactory to Resolution Rentals LLC, evidencing Customer's insurance covering all risk of loss to the Equipment, worldwide, at replacement cost value plus any continuing rental charges at the same rate set forth on the Rental Agreement (such payments to continue until the date of receipt of the replacement cost by Resolution Rentals LLC), including coverage of the Equipment while in transit. The Customer's insurance must include rented or leased Equipment coverage and must provide coverage during the entire time of rental or lease, including transportation of the Equipment to and from Resolution Rentals LLC's place of business, even if such transportation is accomplished by a third party carrier. This Customer's insurance binder must have an expiration date of no less than thirty (30) days past the end of the rental period. If the certificate is to be modified, amended, or changed, a new certificate must be on file prior to the expiration date of the original.
- 5.) **Term** – The term of this lease shall commence at the latter of the date the Shipper shows the first attempted delivery or the first day of the rental period shown on order receipt. The term of this lease shall expire on the expiration of the term of days shown on the order receipt and Equipment has been delivered to Shipper. The Equipment must be returned to during business hours to the parcel carrier on last day of the term of the lease. If the last day of the lease is on a Saturday, Sunday, or postal holiday, an extension is granted until the next business day. The Equipment

is considered to remain in possession of the lessee until scanned into the Shippers tracking system.

- 6.) **Rent** – Rent and deposit (if required) for the Equipment will be paid in advance and in full.
- 7.) **Late/Non - Return** – Late returns are charged 25% of the weekly rental rate for the Equipment for each day the Equipment is late. Any penalties will be charged to the Lessee's method of payment on file with the Lessor.

If Equipment is not returned within seven (7) days of the due date and Lessor has been unable to collect the applicable late fee herein listed, the Equipment will be considered stolen and the Lessee will be in default.

If after 30 days the Equipment has not been returned, the rental will be converted to a sale and the full value of the Equipment will be charged to the Lessee's method of payment on file. If Lessor is unable to collect the charge, the Lessee will be in default.

Furthermore, if Lessee's late return requires the Lessor to overnight ship equipment to a subsequent lessor, or provide credit pursuant to the Resolution Rentals Guarantee, lessee shall be charged for this expense.

- 8.) **Cancellations** – Cancellations are made by contacting Lessor by phone or e-mail, and are subject to the following terms:
 - a. Cancellations by lessee less than 24 hours before rental period is scheduled to begin and prior to shipping will result in a charge equal to 25% of the 4-day rate for the Equipment
 - b. Cancellations by lessee more than 24 hours before rental period begins and prior to shipping will result in no charge
 - c. Cancellations are not available after shipment has occurred
- 9.) **Repairs** – Lessor shall keep Equipment in good repair, in full working order and shall furnish any and all parts, mechanisms, and devices required to keep the Equipment in good working order. Lessee shall not in any way repair, or alter the physical makeup of the Equipment.
- 10.) **Damaged Equipment** – Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage

to the Equipment or any part thereof shall impart any obligation of Lessee under this lease which shall continue in full force and effect through the term of the Lease.

Lessor inspects each piece of Equipment prior to shipment, if Equipment arrives damaged from the shipper, any pre-existing damage must be reported to lessor within 24 hours of shipment delivery or it shall be assumed to have occurred during the lease term.

- a. In the event of modifications or damage, Lessee will be responsible for all reasonable costs of Lessor in restoring the Equipment to normal condition, including undiscounted continuing rental charges until repairs have been completed and the equipment returned to Resolution Rentals. If equipment is returned in damaged or non working condition, the rental period will be extended by the shortest reasonable time necessary to repair the damage or to replace irreparably damaged equipment.
 - b. If there is a dispute between the Lessor and Lessee as to the cause of the damage, the Equipment will be sent to an external repair facility. The opinion of the repair facility regarding the cause of the damage will be binding on both parties.
 - c. In the event of damage, Lessor will choose an appropriate method and venue for repair, within what is customary and reasonable.
 - i. If repaired in-house, Lessee shall be responsible for reasonable expenses for parts and labor
 - ii. If repaired externally, Lessee shall be responsible for the full cost of the repair and shipping charges
 - d. Unless otherwise arranged, lessee's form of payment will be charged all repair charges 24 hours after repair completion. If lessee's form of payment cannot be successfully charged within 24 hours lessee will be considered to be in default.
- 11.) **Cleaning** – Lessee shall return rental Equipment in a clean state. At lessor's discretion, a cleaning fee may be charged if any of the following must be removed upon the Equipment's return:
- a. Mud
 - b. Sand
 - c. Chalk
 - d. Smoke
 - e. Color powder
 - f. Any other matter requiring removal

- 12.) **Use** – Lessee shall use Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulation in any way relating to the use or possession of the Equipment. Lessor is not responsible for Lessee’s use of the Equipment and shall be indemnified by Lessee for any legal action resulting from Lessee’s use of Equipment.
- 13.) **Right to Lease** – Lessor warrants that the Lessor has the right to lease the Equipment, as provided in this lease.
- 14.) **Order Acceptance** – Your receipt of an electronic or other form of order confirmation does not signify Lessor’s acceptance of Lessee’s order, nor does it constitute confirmation of Lessor’s offer to rent. Lens Lends reserves the right to accept or decline Lessee’s order or to supply less than the quantity Lessee ordered of any item for any reason.
- 15.) **Ownership** – The Equipment remains at all times the sole property of the Lessor, and the Lessee has no right or interest thereto except as set forth in this lease.
- 16.) **Loss of Equipment** – Lessee assumes and bears the entire risk of loss of the Equipment due to any cause during the term of the lease. In the event the Equipment is reported lost or stolen by the lessee during the term of the lease, the Lessee is liable for the replacement value of the Equipment.
- a. In the event of a dispute over whether the Lessee returned the Equipment, if the tracking information provided by the shipper does not indicate that a pickup has occurred, and no drop-off receipt can be provided by the lessee, the Equipment is considered to have not been returned.
 - b. If lessee attempts to return Equipment via a method other than the prepaid label provided by lessor, and Equipment is lost, the Equipment is considered unreturned.
 - c. Lessor shall charge Lessee’s form of payment the amount owed for replacement of the lost or stolen Equipment within seven days of notification. If Lessee’s form of payment is declined for any reason, Lessee shall be in default.
- 17.) **Default** – In the event of default, all rents and penalties due to Lessor are immediately due. Furthermore, in the event of default, Lessee shall be responsible for any reasonable expenses of the Lessor in recovering the amounts owed by the

Lessee, including, but not limited to, attorney's fees and collection's fees. Lessor reserves the right to pursue all available civil and criminal remedies against Lessee, including, but not limited to:

- Taking immediate possession of the Equipment
- Obtaining, by the Lessee's credit card or other means, the full replacement value of the Equipment or a comparable substitute and late fees assessed prior to deeming the Lessee in default
- Notifying a collections agency
- Filing of criminal charges
- Employing "skip trace" private investigators
- Employing repossession agency to collect the Equipment or goods sufficient to repay the value of the Equipment
- Pursue any/all additional legal remedies against lessee

If default occurs, Lessee forfeits all rights enumerated in the Privacy Policy of Lessor. These remedies are not exclusive.

18.) **Missing Accessories** – If any accessory is not returned with the Equipment, Lessee shall be liable to the Lessor for the retail replacement cost of the accessory.

19.) **Shipping Delays & Malfunctioning Equipment** – If a shipping delay shall occur or equipment malfunctions, Lessor shall only be liable to the Lessee for the following:

- a. If shipping delay is at the fault of the Lessor, specifically, if the "Expected Delivery Date" is not scheduled on or before the agreed upon date in the Purchase Agreement, Lessor shall refund the rental charges for the rental, and issue a store credit to Lessee in the amount of the rental charges, excluding shipping
- b. If shipping delay is not the fault of the Lessor, specifically, if the "Expected Delivery Date" is scheduled on or before the agreed upon date in the Purchase Agreement, Lessor shall only be liable to Lessee for the portion of rent applicable to the time period when the equipment was delayed in transit.
- c. If the Equipment arrives in a non-operational condition, Lessor shall refund the rental charges for the rental, and issue a store credit to Lessee in the amount of the rental charges, excluding shipping

Lessor shall not be responsible for any consequential or incidental damages that arise from shipping delays or malfunctioning equipment.

- 20.) **Damage Waiver** – Lessor offers lessee’s an option to purchase incidental damage waiver to protect against accidental damage during the rental period. When purchase, the damage waiver limits the lessee’s liability in the case of damage on covered equipment. The determination of whether damage is accidental or abuse is solely at the discretion of Lessor. For damage that is determined to be accidental, lessee’s liability is the lesser of 10% of the MSRP (as determined by the manufacturer’s website) or the actual amount of the repair. The following causes of damage are specifically excluded:
- a. Loss or theft
 - b. Water damage
 - c. Sand damage
 - d. Dust damage from color run type events
 - e. Reckless or grossly negligent use of equipment
 - f. Lost accessories
- 21.) **Taxes, Duties, and Levies** – Lessee agrees to keep equipment free of all and clear from all taxes, levies, liens, duties or other encumbrances. If such encumbrances are levied against the equipment, Lessee shall reimburse Lessor in full for those charges, together with any penalties and interest.
- 22.) **Indemnity** – Lessee shall indemnify and hold harmless the Lessor against all loss, damage, expense and penalty, including reasonable attorney’s fees, arising from or on account of any injury to any person or property occasioned by the operation, handling, or transportation of the leased Equipment while the Equipment is in the control of the Lessee.
- 23.) **Limitation of Liability** – The contents of the Resolution Rentals website, and the equipment lessor delivers are provided "as is." Lessor makes no representations or warranties, whether express or implied, of any kind about equipment or its functionality. Lessor assumes no liability or responsibility for any errors or omissions in the content of the Resolution Rentals website, for any failures, delays, or interruptions in the delivery of any content contained on the Resolution Rentals website, for any losses or damages arising from the use of the content provided on the Resolution Rentals website, or for any conduct by users of the Resolution Rentals website. To the extent permissible by law, lessor disclaims all representations and warranties about the equipment lessor delivers, including,

for example, warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, lessor does not represent or warrant that the information accessible via the Resolution Rentals website is accurate, complete, or current. Price and availability information is subject to change without notice. In no event shall Resolution Rentals be liable to lessee for any special, incidental, indirect, or consequential damages of any kind, or any damages resulting from loss of use, data, or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of any equipment or the information on lessor's website. While lessor will make a reasonable effort to return any non-lessor property it receives, lessor will not be liable for any losses of or damage to such property.

- 24.) **Assignment** – This lease is not assignable to other parties by the lessee without the prior written approval of the lessor.
- 25.) **Entire Agreement** – This instrument constitutes the ENTIRE AGREEMENT between Lessor and Lessee on the subject matter hereof, and it shall not be amended, altered or changed except by a written agreement signed by both parties of this agreement. If any part of this agreement shall be found to be unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable.
- 26.) **Governing Law** – This agreement shall be construed, interpreted, and enforced according to the laws of the State of Pennsylvania. Lessee and Lessor agree that the United States District Court for the Eastern District of Pennsylvania and/or the First Judicial District of Philadelphia shall have exclusive jurisdiction over any dispute between Lessor and Lessee relating in any way to this agreement, the Resolution Rentals service, or website.