

**Go-4 Nuge Production Rentals LLC
Walkie and MIFI Rental Agreement**

MOTOROLA TWO WAY RADIOS - WALKIES

Walkie Rental Term: From ____/____/____ **to** ____/____/____ **MUST FILL OUT**

Job Name: _____ **Job Number:** _____ **P.O. #:** _____

Production Company Name and Address ("Lessee"):

I agree that a FRIDAY pick up for a Monday shoot will be charged for an extra 2 days rental for Saturday and Sunday *Initials* _____

Walkies \$10/SHOOT DAY \$30/WEEK	<i>Total # Rented</i> _____	<i>Initials</i> _____
Headsets	<i>Total # Rented</i> _____	
Earpieces	<i>Total # Rented</i> _____	
Hand Mics	<i>Total # Rented</i> _____	
Surveillance Mics \$3/SHOOT DAY \$9/WEEK	<i>Total # Rented</i> _____	<i>Initials</i> _____

I agree to have the person picking up the radios check the order before leaving the compound and that it is not the fault of Go4Nuge if the walkie or accessory count is not correct after it has arrived to set. *Initials* _____

Note on complimentary accessories (Headsets, Earpieces and Hand Mics)...we allow a total number equal to the number of walkies rented meaning if you order 15 walkies then request 15 hand mics and 15 headsets we will charge you for the extra 15

Verizon Jetpack (MIFI) MOBILE INTERNET

MIFI Verizon 4G Internet *Total # Rented* _____ *Initials* _____

I understand that the MIFI may not work in all areas in the city or in rural areas that we will be billed whether there was internet reception or not. I understand that the rate is \$90/day and there is no weekly rate. 5GB / Day ALLOWANCE \$20/GB OVER 5GB *Initials* _____

MIFI Rental Term: From ____/____/____ **to** ____/____/____ **MUST FILL OUT**

Lessee's Authorized Signature: _____

(Please also sign last page)

Lessee's Printed Name: _____

Cell Phone#: _____

Job Title: _____

Producer's Name/Phone (if different from above) : _____

Production Manager's Name/Phone #: _____

Client : _____

This COMMUNICATIONS EQUIPMENT ("Equipment") Rental Agreement ("Agreement") is made as of the date shown above, between Go-4 Nuge Production Rentals LLC, a Limited Liability Company ("Owner"), and the Renter named above.

Owner and Renter agree as follows:

Term. The term of this agreement commences on the date and time shown on the attached and expires when the Equipment is returned to the possession of Go-4-Nuge Production Rentals. If Equipment is kept for a longer period of time, Lessee agrees to pay rental charges at the stated rate until Equipment is returned to Go-4-Nuge Production Rentals. The Owner allows for a free, no charge pick up day and a free, no charge return day. The owner has a 7 day per week pickup and return system. The Lessee agrees that a FRIDAY pick up for a Monday shoot will be charged for an extra 2 days rental for Saturday and Sunday

Payment. Lessee agrees that all amounts due for the rental of Equipment are payable to Go-4 Nuge Production Rentals LLC within 30 DAYS unless otherwise negotiated.

Late Payment. Lessee agrees to pay Go-4 Nuge Production Rentals LLC a late payment charge of 1.5% per month, or the maximum allowed by law, whichever is less, on all amounts more than 30 days past due. Late payment charges are due and payable upon receipt of invoice.

Retention of Title. Lessee understands and agrees the Equipment leased to the Lessee remains the property of Go-4 Nuge Production Rentals LLC, and failure by Lessee to return said Equipment to Go-4 Nuge Production Rentals LLC on the agreed date will result in the incurrence of additional fees.

Receipt in Good Condition. Lessee acknowledges that he/she has examined the Equipment and knows the conditions thereof, and that the same is in good condition and repair in every respect at the time of delivery.

Loss and Damage. Lessee assumes all risk of loss, theft or less from any and all loss or damages from any and every cause whatsoever. In the event that the Equipment experiences severe moisture and loss is had several months later as a direct result of moisture, lessee assumes responsibility. Go-4-Nuge Production Rentals reserves the right to keep your credit card information on file and reserves the right to bill up to 6 months later for said damages. Lessee agrees to pay owner \$400/ radio if lost or damaged. Lessee agrees to pay owner \$40 for any headsets, hand mics and ear pieces and \$50 for any surveillance mics that are lost or damaged.

Equipment Malfunction. In the event that the Equipment is not in working order at any time during the lease term, or renewal thereof, Lessee shall immediately notify Go-4-Nuge Production Rentals. Non-working Equipment may be swapped out for working Equipment at this time.

Cancellation. If Renter cancels this Agreement after this agreement is signed and rental order is placed in the OUTGOING Box to pickup or during the Rental Term, Renter shall pay the full daily rate and other charges for the entire Rental Term.

Restriction of Use. Equipment may not be loaned or subleased. Equipment may not be taken outside of the continental United States without the express written permission of Go-4-Nuge Production Rentals.

Inspection. Go-4-Nuge Production Rentals reserves the right to inspect the Equipment at any reasonable time.

Return of Equipment. On termination or expiration of this agreement, or upon Lessee's default, Lessee shall at its own cost and expense, return the Equipment to Go-4-Nuge Production Rentals, in the same condition as received, ordinary wear and tear expected.

Insurance. Lessee shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the fair market value of the Equipment.

Use. Lessee shall use the Equipment solely in the conduct of its business and in a careful and proper manner and in accordance of FCC guidelines. Lessee covenants that if it will make lawful use of Equipment. Lessee agrees that is will not use the Equipment in any abusive manner or in any hazardous environment. Lessee agrees that that they will not use any language that is forbidden or restricted by the FCC

MIFI Use. Lessor does not guarantee MIFI will operate in all locations. Lessee understands this and accepts risk.

Legal Matters. This Agreement shall be construed under and governed by Washington State law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Washington and the United States District Court having jurisdiction over King County, Washington. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

Other Provisions. No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts.

Entire Agreement. This agreement constitutes the entire agreement between Lessee and Go-4-Nuge Production Rentals. This agreement may be amended only by written instrument executed by both parties. The parties have not made or relied upon any representations, understandings, or other agreements not specifically set forth in this agreement. All terms of this agreement are agreed to be material.

I agree to the above agreement and rates

RENTER'S Authorized Signature

Date