



## EQUIPMENT RENTAL AGREEMENT

**NAME:** ("Client")  
**COMPANY:**  
**ADDRESS:**

**PHONE:**  
**EMAIL:**

**THIS EQUIPMENT RENTAL AGREEMENT** (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Client and Focal Point Productions Inc. ("FPP"). Client agrees to rent video and audio equipment as follows:

**CLIENT INFORMATION:**

Type of event:  
Location(s):  
Date:  
Time: From \_\_\_\_\_ to \_\_\_\_\_  
Delivery Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

**EQUIPMENT INFORMATION:** The Client has requested and agreed to the use of the following Equipment:

**FPP's OBLIGATIONS:** FPP shall provide the Client with the agreed upon Equipment before or on the required dated.

**CLIENT'S OBLIGATIONS:** Client shall be responsible for reviewing the Equipment to ensure the correct equipment has been issued. Client should also check the Equipment prior to the Event to ensure working order. The Client shall reimburse or indemnify FPP for any loss of or damage to the equipment caused or occasioned by the Client or any of their guests or employees at the Event. In the event of postponement or cancellation by the Client, FPP will retain the deposit.

**MALFUNCTION; LIMITATION OF LIABILITY:** It is understood by the Client that, as with any electronic equipment, the video equipment to be used for the recording of this Event can occasionally malfunction without the realization of or the fault of FPP, Client, and/or the operator and such malfunction would leave the tape blank or partially blank. If the Event is not actually recorded because of such malfunction or because of any reason other than the gross negligence of FPP, then the Client shall have the option of either: 1) returning all tapes in exchange for a complete refund of all moneys paid to FPP, or 2) keeping the final product and paying for only the deposit. The above shall be the sole remedies of the Client and there shall be no further liability or obligation of FPP.

**DEFAULT:** If the Client fails or refuses to pay FPP any moneys due hereunder, then the Client shall be further liable for any additional costs of collection incurred by FPP, including, but not limited to, court costs, reasonable attorney's fees and collection services.

**MODIFICATION:** This Agreement may only be modified in writing signed by the parties against whom such modification, termination, or waiver is sought to be enforced.

**GOVERNING LAW:** The parties agree that the validity, construction and meaning of this Agreement shall be governed by the laws of the State of Maryland and that each and every paragraph of this Agreement shall be considered severable from each and every other such paragraph or portion hereof, and if any part of this Agreement shall be adjudicated to be invalid, null, or void, such adjudication shall in no way affect the validity or enforceability of any other paragraph or portion hereof.

**CANCELLATION:** Client may cancel this Agreement at any time prior to MIDNIGHT of the third business day after the date of this Agreement for a full refund. After such time the deposit is not refundable. Any overpayments will be returned to the Client. If the Client would like to cancel services after the Event and before agreed upon services have been completed, the Client is still responsible for paying for services that have been completed.

**Equipment Rental:**  
**Editing Services:**  
**Tape Stock:**  
**Misc:**  
**TOTAL:**  
**Deposit:**  
*(enclosed with Agreement)*  
**BALANCE:**

I/We, the undersigned, agree to all the information, fees, and terms contained in this contract.

FOCAL POINT PRODUCTIONS, INC.

SUBCONTRACTOR

\_\_\_\_\_  
Martin S. Jenoff  
President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_