



Rental Agreement and Account Establishment Form

Please note: your account must be established **at least three business days** before your first rental.

1. Please complete and return the Rental Agreement / Account Establishment Form (pages 4 and 5).
2. Provide a copy of a current Drivers License and Credit Card (front and back).
3. Provide a Certificate of Insurance naming Silver Street Studio, LLC as:
 - Additional Insured for \$1,000,000 with respect to General Liability; and,
 - Loss Payee with respect to Rented Miscellaneous Equipment, all risk, replacement cost, worldwide.

Please feel free to contact Marty Lopez, the studio and equipment manager, with any questions, even after hours or on weekends.

Studio office: (713) 863-8347
Marty's cell: (832) 978-9989
fax: (713) 863-1393
marty@silverstreetstudio.com

Equipment Room Hours

By appointment: 8:00am - 6:00pm Monday - Saturday

***After hours pick-up/return/delivery charge:** \$35 (Please schedule in advance.)

-- Minimum \$100 order for off-premises equipment rentals.

Rental Agreement

DESCRIPTION OF PROPERTY: The property ("Property") subject to this Agreement shall be the specific items of equipment listed on the Rental Agreement prepared by Silver Street Studio, LLC at the time of delivery of such equipment to or on behalf of the client, whose name appears below ("Client"). Such Rental Agreement, which specifies the rental rate, shall be deemed a part of this Agreement, as if fully incorporated herein. Upon pickup of the Property by Client at Silver Street Studio, LLC's place of business, or upon receipt by Client after a shipment, it is Client's responsibility to determine that the order is complete and to immediately notify Silver Street Studio, LLC prior to taking delivery, of any discrepancies.

TERM OF RENTAL: Unless otherwise specified in the Rental Agreement, all Property shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered to Client and the time it is returned to Silver Street Studio, LLC. The manner by which "delivery" and "return" are to be accomplished are described herein below. Pickup by the Client from Silver Street Studio, LLC or shipment by Silver Street Studio, LLC of the Property after 4:00 PM shall not be deemed a rental day. Return of the property to Silver Street Studio, LLC after 10:00 AM will be deemed an additional rental day. Where the Property has not been returned to Silver Street Studio, LLC by the date specified in the Rental Agreement, rent shall continue to accrue on the Property on a day-to-day basis at the rate contained on the applicable invoice, until such time as the property has been returned to Silver Street Studio, LLC in the manner provided for below. Regardless of the period of rental specified in the Rental Agreement, Silver Street Studio, LLC, by notice to the client, may cancel any Rental Agreement at any time during the term of rental if Silver Street Studio, LLC deems that the client is misusing equipment, the terms of this Agreement are not being met, or client has breached this Agreement in any other manner.

DELIVERY: CLIENT, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT THE PROPERTY WILL BE DEEMED "DELIVERED" TO IT FOR ALL PURPOSES WHEN IT LEAVES SILVER STREET STUDIO, LLC PLACE OF BUSINESS IN THE POSSESSION OF THE CLIENT, ANY AGENT OF THE CLIENT OR ANY THIRD PARTY CARRIER. CLIENT BEARS FULL RESPONSIBILITY FOR ALL TRANSPORTATION ARRANGEMENTS FOR THE PROPERTY (INCLUDING SELECTION OF A THIRD PARTY CARRIER IF REQUIRED), UNLESS OTHER ARRANGEMENTS ARE MADE IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SILVER STREET STUDIO, LLC. Should the Client fail to specify in writing the exact manner by which transportation and delivery shall be accomplished, client shall be deemed to have authorized Silver Street Studio, LLC to employ methods of delivery that Silver Street Studio, LLC, in its sole discretion, deems to be appropriate for the particular circumstances under which the transportation and/or delivery will occur, including the use of any third party carriers, drayage houses, and/or storage facilities, with the client bearing the entire risk of loss and/or damage to any Property once it has left Silver Street Studio, LLC place of business. In the event Silver Street Studio, LLC agrees in writing to deliver the Property to a location away from Silver Street Studio, LLC place of business, the Client shall provide Silver Street Studio, LLC with detailed written instructions for the manner and location of such delivery. If the Client fails to provide such instructions, or if such instructions fail to address specific aspects of the delivery process, Client shall be deemed to have authorized Silver Street Studio, LLC to accomplish delivery in any manner that Silver Street Studio, LLC, in its sole discretion, deems to be appropriate for the particular circumstances under which the delivery will occur, including delivery to a drayage house or storage facility, with the Client bearing the entire risk of loss and/or damage to the Property once it is no longer in the physical custody of authorized Silver Street Studio, LLC employees.

RETURN: THE PROPERTY SHALL BE DEEMED "RETURNED" TO SILVER STREET STUDIO, LLC WHEN IT HAS BEEN DELIVERED TO SILVER STREET STUDIO, LLC'S OPERATIONS DEPARTMENT. THE CLIENT SHALL CONTINUE TO BEAR ANY AND ALL RISK OF LOSS AND/OR DAMAGE TO THE PROPERTY UNTIL RETURN HAS BEEN ACCOMPLISHED IN THIS MANNER. Equipment that has been damaged or destroyed while in the possession of the Client, an agent of the Client, or any third party carrier, shall not be deemed to have been "returned" to Silver Street Studio, LLC until such time as it has been repaired (as provided below) and Client has been released in writing by an authorized representative of Silver Street Studio, LLC from liability for any further rent, or Silver Street Studio, LLC has received full replacement value from the Client or the Client's insurer, including payment of any unpaid and/or continuing rental charges. Likewise, equipment that has been lost, stolen or seized by a governmental agency while in the possession of the Client, an agent of the Client (including, but not limited to, drayage houses, storage facilities and/or hotel concierge desks), or any third party carrier, shall not be deemed to have been "returned" to Silver Street Studio, LLC until Silver Street Studio, LLC has received full replacement value from the Client or the Client's insurer, including payment of any continuing rental charges, or the equipment has been released by the governmental agency or third party and is in the physical condition of Silver Street Studio, LLC, in an undamaged condition. Under no circumstances shall Silver Street Studio, LLC be deemed to have accepted return delivery of or otherwise "signed off" on particular items of equipment until such time as each item has been unpacked from its shipping container, examined by Silver Street Studio, LLC employees and individually bar code scanned or manually registered into Silver Street Studio, LLC's computerized inventory system as returned and undamaged.

RATES AND CHARGES: The rent payable for any item of Property shall be that set forth in the Rental Agreement. This rate is offered to Client based upon Client's credit information available to Silver Street Studio, LLC at the time of rental. This completed Rental Agreement must be signed and returned to Silver Street Studio, LLC at least three (3) days prior to the first rental. If this information is incorrect or changes during the course of a rental, Silver Street Studio, LLC may revise the applicable rate without notice. Rent is payable according to the terms contained on Silver Street Studio, LLC's Rental Agreement and/or Invoice to the Client. If not paid when due, rent shall bear interest at the rate of one and one-half percent (1 1/2 %) per month from the date rental charges were incurred. Any discounts granted by Silver Street Studio, LLC may be revoked at any time after thirty (30) days. Silver Street Studio, LLC's published rates are subject to change at any time without notice. All rates are FOB Silver Street Studio, LLC, and Client is responsible for all shipping and delivery charges. Silver Street Studio, LLC may assess an additional charge in accordance

Rental Agreement

with its then current rate schedule for pickup and delivery, early pickup services during non-business hours, and technical support for the operation of equipment. Canceled orders will be subject to Silver Street Studio, LLC's then current cancellation charge. No allowance will be made for items delivered to but not used by the Client. The Client shall pay all taxes, transportation charges, duties, broker's fees, bonds or other costs imposed on the rental of the property by the Client.

LIMITED WARRANTY: Silver Street Studio, LLC warrants that, when delivered to the Client, all Property will be operational to accepted manufacturer specifications. IN THE EVENT OF A MALFUNCTION, CLIENT MUST NOTIFY SILVER STREET STUDIO, LLC IMMEDIATELY AND SILVER STREET STUDIO, LLC WILL HAVE NO RESPONSIBILITY FOR ANY MALFUNCTION REPORTED AFTER TERMINATION OF THE RENTAL FOR SUCH PROPERTY. CLIENT SHALL NOT ATTEMPT TO SERVICE OR REPAIR ANY OF THE PROPERTY AND ANY ATTEMPT BY THE CLIENT TO SERVICE OR REPAIR THE PROPERTY, WILL VOID THE LIMITED WARRANTY PROVIDED HEREIN. THE LIMITED WARRANTY PROVIDED HEREIN SHALL NOT APPLY TO ANY MALFUNCTION RESULTING FROM MISHANDLING OR IMPROPER OPERATION OF THE PROPERTY AFTER DELIVERY TO THE CLIENT. SILVER STREET STUDIO, LLC SHALL HAVE NO LIABILITY ARISING OUT OF THE CLIENT'S INABILITY TO OPERATE THE PROPERTY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND CONTEMPLATED USE. EXCEPT AS SET FORTH HEREIN, SILVER STREET STUDIO, LLC MAKES NO WARRANTY WITH RESPECT TO THE PROPERTY AND EXPRESSLY DISCLAIMS ANY WARRANTY, IMPLIED OR OTHERWISE, THAT THE PROPERTY IS SUITABLE FOR THE CLIENT'S INTENDED USE. SILVER STREET STUDIO, LLC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, AND ITS LIABILITY FOR ANY BREACH OF THE WARRANTY GRANTED HEREUNDER SHALL BE, IN SILVER STREET STUDIO, LLC'S DISCRETION, REPLACEMENT OR REPAIR OF ANY DEFECTIVE PROPERTY OR A REFUND OF ANY RENT PAID BY THE CLIENT IN CONNECTION WITH SUCH PROPERTY.

DAMAGE AND INSURANCE: The Client acknowledges that when the Property is delivered to the Client, the Client will have examined the Property and found it to be in good working order. The Client SHALL NOT STORE OR TRANSPORT THE PROPERTY IN A MANNER WHICH EXPOSES THE PROPERTY TO EXCESSIVE HEAT OR COLD. The Client shall have full responsibility and liability to Silver Street Studio, LLC for the actual cost to repair or replace any Property which during the period between delivery to the Client and return to Silver Street Studio, LLC has been lost, stolen, or damaged FROM ANY CAUSE WHATSOEVER (other than from a malfunction to which Silver Street Studio, LLC's limited warranty applies or ordinary wear and tear). The Client assumes any and all risk of loss once the property leaves Silver Street Studio, LLC's place of business (or, in the case of an in-house equipment rental, once the client takes possession of the Property in the studio of Silver Street Studio, LLC), until such time as the Property is returned to Silver Street Studio, LLC in the manner provided herein, except at such times as the equipment is in the exclusive control of authorized Silver Street Studio, LLC employees. The Client shall also be liable to Silver Street Studio, LLC for any continued rental charges during a reasonable time required to repair or replace damaged equipment, to the extent the client is responsible under this agreement for such damage or loss. The Client shall be liable to Silver Street Studio, LLC for the full replacement cost of all Property which must be replaced as a result of damage, loss, or the Client's failure to return the Property to Silver Street Studio, LLC. The liability of the Client hereunder is primary and shall only be reduced in the event and to the extent Silver Street Studio, LLC receives any applicable insurance proceeds. Acceptance by Silver Street Studio, LLC of the return of any Property shall not be deemed a waiver by Silver Street Studio, LLC of any claims which Silver Street Studio, LLC may have against the Client under this paragraph, even though any damage for which the Client is liable hereunder is discovered later.

Prior to taking delivery of the Property, the Client shall provide to Silver Street Studio, LLC a Certificate of Insurance acceptable to Silver Street Studio, LLC, with Silver Street Studio, LLC named as the loss payee, in a form and amount satisfactory to Silver Street Studio, LLC, evidencing Client's insurance covering all risk of loss to the Property 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 Silver Street Studio, LLC), including coverage of the Property while in transit. THE CLIENT'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 SILVER STREET STUDIO, LLC'S PLACE OF BUSINESS, EVEN IF SUCH TRANSPORTATION IS ACCOMPLISHED BY A THIRD PARTY CARRIER.

USE OF PROPERTY: The Client shall at all times retain the Property in his own custody. The Client shall operate the Property in accordance with the manufacturer's instructions and contemplated use and shall not use the Property in any manner which will subject it to abnormal or hazardous conditions, including, but not limited to: not using the Property in accordance with manufacturer's instructions and contemplated use, negligence (defined as, but not limited to, failure to provide prudent security measures to prevent theft or carelessness in maintaining the equipment properly); or misuse (defined as, but not limited to, improper use of the equipment causing damage due to the utilization of the equipment in a manner for which it is not designed). The Client shall not make any alterations or improvements to the Property without the prior written consent of Silver Street Studio, LLC and shall not deface, remove, or cover any nameplate on the Property showing Silver Street Studio, LLC's ownership. All Property shall be operated in accordance with applicable Federal, State or local law.

INDEMNIFICATION: The Client Hereby Agrees to Indemnify and hold Silver Street Studio, LLC harmless from and against any and all losses and/or claims, including attorneys' fees, arising out of Client's possession, use, or operation of the Property during the time between delivery of the Property to the Client and its return to Silver Street Studio, LLC.

Rental Agreement

TITLE MATTERS: This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Title to the Property shall remain at all times in Silver Street Studio, LLC. The Client hereby acknowledges Silver Street Studio, LLC's ownership and title in the Property and agrees to keep the Property free of all liens, levies, and encumbrances. This Agreement constitutes a lease to the Client exclusively, and the Client shall not assign any rights under this Agreement (or sublease the Property to any other person or entity). Silver Street Studio, LLC shall have the right to assign its rights and obligations under this Agreement without the consent of the Client. In the event of any such assignment, the Client waives the right to assert any claim by the Client against Silver Street Studio, LLC as a defense against any such assignee.

RIGHT OF ENTRY AND INSPECTION: Silver Street Studio, LLC shall have the right to inspect the Property at any time during the rental term. Client shall make any and all arrangements necessary to permit a qualified representative of Silver Street Studio, LLC access to the location of the Property. If a breach of any of the provisions of the Rental Agreement occurs, Silver Street Studio, LLC has the right to remove all of the Property without liability to Client, and without prejudice to Silver Street Studio, LLC's right to receive rent due or accrued, up to and including the date of removal of the Property.

GOVERNING LAW: This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris, for all purposes related to this Agreement. The prevailing party in any proceeding shall be entitled to an award of attorneys' fees and litigation costs.

MISCELLANEOUS: This Agreement, the Rental Agreement, and any extension of the rental term set forth in the Rental Agreement issued by Silver Street Studio, LLC, from time to time shall constitute the entire Agreement of Silver Street Studio, LLC and the Client with respect to the Property. This Agreement may not be modified without a writing signed by both the Client and an authorized representative of Silver Street Studio, LLC. All obligations of the Client hereunder shall survive expiration of the rental term set forth on any Equipment Delivery Receipt or any extension of the rental term set forth in the Sales Order. Any notice required or permitted to be sent under this Agreement shall be deemed sent (I) when delivered to the business office of the addressee by messenger or express mail delivery or (II) three (3) days after deposit in the US Mail with first class postage prepaid to the address set forth on the most recent Equipment Delivery Receipt. Notwithstanding any prohibition on assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. The person signing this Agreement on behalf of the Client warrants that such individual has been duly authorized to execute this Agreement and to bind the Client to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement and the remainder shall be deemed fully enforceable.

The Client hereby represents to the best of its knowledge, that all information provided is true and correct. By signing this Account Establishment Form and accepting delivery of equipment from Silver Street Studio, LLC, the Client agrees to be bound by all of the Rental Terms and Conditions in effect from time to time, as set forth in this document. Further, by signing below, the signatory hereby represents that they are an authorized agent of the Client or are otherwise authorized to bind the Client to this Agreement.

Silver Street Studio, LLC reserves the right to run an authorization on the Customer's credit card for the total amount of the rental. The Customer hereby authorizes Silver Street Studio, LLC to charge the credit card listed below for all invoice amounts, without subsequent prior written or verbal notification to the cardholder. It is the Customer's responsibility to contact Silver Street Studio, LLC of any changes in the Customer's credit card account, in order to arrange for an alternative card to be used.

Client/Lessee---PRINT: _____

Signature: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Office): _____ Telephone (Cell): _____

Fax: _____

Email: _____

Driver's License Number: _____ State: _____

Credit Card: Visa MC Am Ex CC# _____ Expires: _____

Rental Insurance Requirements

The Silver Street Studio, LLC rental Lease Agreement requires that you as Lessee be fully responsible for any damage/loss to rental equipment while it is in your possession and that proof of adequate all-risk insurance coverage is required prior to rental of equipment.

Insurance coverage for our rental equipment is mandatory. This may be accomplished as follows:

A Certificate of Insurance must be on file with Silver Street Studio, LLC *at least two business days* prior to any rental. The certificate must name Silver Street Studio, LLC as Additional Insured for \$1,000,000 with respect to General Liability; and, as Loss Payee with respect to Rented Miscellaneous Equipment, all-risk, replacement cost (i.e., full replacement value of the rental equipment), worldwide.

This 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.

You as Lessee must assume direct responsibility for the deductible of this insurance.

Please note that you as Lessee are liable for equipment rental charges from the time of the loss or damage until the time the lost or damaged equipment is replaced and/or returned to Silver Street Studio, LLC in full operating condition.

If you have questions, please contact us.

Acknowledged by Lessee that I fully agree to rental terms and will provide the necessary insurance documents.

Name (please print)

Signature

Date