

AD:VANTAGE DIGITAL LTD (OWNER)

EQUIPMENT RENTAL AGREEMENT

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

1. Term. This Agreement shall commence on the agreed date and remain in full force and effect until Equipment is returned to Owner. Renter shall return the Equipment on the agreed date, unless terminated earlier consistent with the terms herein.

2. Payment. Renter shall pay the following: The agreed rate as quoted for.

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes (VAT);
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) a charge for late return of the Equipment or the highest amount allowable under law based on Owner (Ad:Vantage Digital Ltd) standard rates;
- e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- f) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment;
- i) all costs incurred to collect unpaid monies due; and late payments.

3. Security Deposit. Renter shall pay a deposit at the time of booking to secure the agreed dates of rental. Owner may use the deposit to cover any amounts due under this Agreement.

Total Value of Hire	Deposit Amount
Under £3000 Ex Vat	50%
£3001 > £10,000 Ex Vat	30%
£10,001 + Ex Vat	20%

Remaining balance will be due before delivery of equipment on agreed event date unless a PO has been provided and alternative agreement has been made in writing on the booking form.

On cancellation of rental:

a) Cancellation 42 Days or greater before event date deposit will be refunded in full less any expenses incurred by Owner (Ad:Vantage Digital Ltd). Generator hire, Hotels etc. Receipts will be provided for loss of deposit.

b) Cancellation 42 days to 14 days deposit will be held by Owner (Ad:Vantage Digital Ltd) but may be used towards a reschedule of event / hire within 6 months of original event date subject to availability & 3rd party costs.

c) Cancellation less than 14 days before rental date will result in Owner (Ad:Vantage Digital Ltd) retaining the total deposit amount to cover loss of date and expenses.

i) Any 3rd party products or/and services provided as part or in whole will be subject to their own T&C including cancellation and refund policy as stated by the 3rd party supplier terms and conditions. These terms and conditions can be provided on request.

Cancellation of hire due to safety / weather conditions by Owner (Ad:Vantage Digital Ltd), with or without the agreement of 'Renter', the deposit may be used towards a reschedule of event / hire within 6 months of original event date subject to availability. This excludes products or/and services provided by 3rd party products and services. (See section 6)

4. Late Payment. Owner (Ad:Vantage Digital Ltd) may charge a late payment fee if payment is not received within the terms stated on invoice. This fee will be charged at 8% (statutory interest). In some circumstances Owner (Ad:Vantage Digital Ltd) may use a 3rd party debt collection agency to collect debt older than 6 months. Renter will be liable to cover additional costs from debt collector.

5. Location of Equipment. During the Term, Equipment shall be located at the agreed (booking) location (address), unless expressly agreed otherwise in writing by Owner (Ad:Vantage Digital Ltd).

6. 3rd Party Equipment and Services. Ad:Vantage Digital Ltd may hire additional equipment or/and services from 3rd party suppliers and provide these as part of a hire solution. The 'Renter' will be notified in writing of any equipment or/and services provided by a 3rd party and these products or/and services will be subject to the 3rd parties own terms and conditions including but not limited to cancellation policy. 3rd party T&C's can be provided on request.

7. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

8. Repair and Alterations. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

9. Insurance. Ad:Vantage Digital Ltd provide 5 million pound liability insurance as standard. If a greater amount is required by the renter or event organizer Ad:Vantage Digital Ltd must be informed in writing no fewer than 5 working days before the rental date.

Ad:Vantage Digital provide Insurance to cover the cost of all equipment (Fire – theft -accidental damage). As a Renter you are responsible for:

1. If a tech or member of crew supplied by Ad:Vantage Digital (Owner) are on-site the Renter has no liability for damaged caused to equipment under normal circumstances unless damage is deemed to of been caused by Renters misconduct.

2. If equipment has been left with the Renter they are responsible for loss or damages. Renter should make sure they have their own insurance in place to cover loss / damage up to the stated value. If the renter is unable to cover the full cost of loss or damages Ad:Vantage Digital Ltd hold additional insurance. The renter will remain responsible for loss or damages up to a value of £2000 on any equipment supplied. Any damage greater than £2000 will be claimed through Ad:Vantage Digital Ltd Insurance with an excess of £750 due by the renter. **£750 excess is not applicable if Ad:Vantage Digital are crewing your event and on-site for the whole period.**

10. Restrictions on Use. Renter shall not:

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.
- e) operate, use or store the Equipment in weather conditions outside of the Equipment's scope. This includes temporary event structures and the quoted maximum wind speed.

11. Weather Restrictions. To ensure the safety of staff, equipment and members of the public Owner (Ad:Vantage Digital Ltd) reserve the right to limit the use of Equipment under certain weather conditions that may endanger equipment, property or life. Renter agrees to abide by these at all times:

Standard Conditions:

- a) Thunder & Lightning – Equipment cannot be used outdoors whiles thunder or / and lightning is within the local area.
- b) Wind – Equipment cannot be used outdoors if wind speeds exceed the allowed tolerances as stated by structural engineer reports for temporary event structures. Subject to structure size and design this varies from 32 mph to 55 mph. Once wind speeds have been exceeded (or approaching) Equipment use may need to be limited or removed in full.
- c) Waterlogged ground – If the ground Equipment is to be transported, stored or installed on is damaged by water Ad:Vantage Digital Ltd reserve the right to move, remove or restrict use of Equipment.

If any of the above conditions effect an event / Renter, Ad:Vantage Digital Ltd will work with the Renter to the best of their ability to provide a solution (excluding 3rd party products or/and services). Such solutions may include a temporary extension to hire period subject to Equipment availability but can not be guaranteed. Ad:Vantage Digital Ltd cannot be held to any losses caused by weather conditions stated above. 'Act of God'

12. Loss or Damage. Renter shall alert Owner (Ad:Vantage Digital Ltd) to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use,

diminution of the Equipment's value caused by damage to it or repair to it and missing equipment as highlighted in "9, Insurance"

13. Condition of Equipment. Renter acknowledges that Owner (Ad:Vantage Digital Ltd) has examined the Equipment and that it is in good condition except as otherwise specified in the booking form or quote. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

14. Licensing & Permissions. The Renter will be responsible for all licensing & permissions in relation to the hire equipment use and the associated event. This includes, but not limited to film licensing (Filmbank Media), Music Performance (PRS / PPL) and local authority event licensing. Owner (Ad:Vantage Digital Ltd) will not be responsible for any costs incurred from incorrect or missing licensing by Renter.

15. Return of Equipment. Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner (Ad:Vantage Digital Ltd) reserves the right to take any action necessary to regain possession of the Equipment.

16. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

17. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Ownership. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

19. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

20. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

21. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

22. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

23. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

24. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.