



Form: 2023

EQUIPMENT RENTAL AGREEMENT

1. The CineHub, LLC (herein referred to as "CineHub") hereby rents to (Person or Company name) _____ identified in this agreement as "Lessee". Lessee hereby rents from CineHub all of the items of equipment described on the invoice (or estimate) attached to and made a part of this rental agreement.
2. **TERM.** The term of this Rental Contract commences on the "Start Date" and ends when the equipment is returned in good condition and repair to CineHub premises. It is the obligation of Lessee to arrange for the pick-up and return of all equipment. Prior to return of any digital recording equipment, Lessee shall remove all recorded data files.
3. **RENT.** The rent for each and every item of equipment is the amount set forth on the attached invoice plus any additional days related to actions of the Lessee. CineHub shall be entitled to immediate payment of all Rentals at the conclusion of the Rental Term.
4. **DEPOSIT.** To ensure the timely return of the equipment to company at the conclusion of the term, Lessee shall deposit with Company, as security, an amount equal to 50% of rental cost of the equipment if the rental cost exceeds \$1000.
5. **RENTER'S INSPECTION.** Lessee agrees that it has or will inspect the equipment not later than its delivery of possession to Lessee and that it shall be conclusively presumed that Lessee has fully inspected the equipment, is satisfied and accepted the equipment in good condition and repair.
6. **LOSS AND DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss or damage to the equipment from any and every cause whatsoever. Lessee is responsible for the return of all equipment in the same condition, or a charge will be assessed to repair or replace damaged parts or entire unit. In the event of any loss or damage of any kind whatsoever to any item of equipment, CineHub shall (a) restore it to good condition and repair or replace it with like equipment acceptable to CineHub in good condition and repair, or (b) if in the reasonable judgment of CineHub any item of equipment is determined by CineHub to be lost, stolen, destroyed or damaged beyond repair, Lessee agrees to pay CineHub the full replacement cost as well as lost rental days until the equipment is once again serviceable or replaced. The Lessee agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of said loss.
7. **RETURN.** The equipment shall be deemed "Returned" to CineHub when it has been delivered to CineHub's operations location. The Lessee shall continue to bear any and all risk of loss and/or damage to the equipment until return as been accomplished in this manner.
8. **REPAIRS & MODIFICATIONS.** Lessee agrees not to attempt to repair or materially alter the physical or otherwise makeup of the Equipment under any circumstances regardless of fault.
9. **INSURANCE.** Lessee shall keep the equipment insured against all risks of loss or damage by fire and such other risks commonly insured against for not less than the full replacement value of the equipment and shall carry public liability insurance covering the equipment in amounts not less than \$1,000,000 all risk coverage. All insurance shall name both The CineHub and Lessee as the insured and waive the right of subrogation against CineHub. Insurance certificates confirming this coverage shall be delivered to CineHub prior to the commencement of the rental term. Lessee may affect such coverage under its blanket policies. If Lessee fails to procure or maintain this insurance, CineHub shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to CineHub together with the rent. Renter is responsible for deductible on the insurance policy that covers the rented equipment, if policy needs to be enforced.
10. **NO WARRANTIES.** CINEHUB MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CINEHUB SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA DUE TO EQUIPMENT MALFUNCTION OR OTHERWISE NOR FOR THE LOSS OF ANY DATA THAT IS STORED ON ANY RENTED MEDIA STORAGE DEVICES.
11. **INDEMNITY.** Lessee agrees to indemnify and hold CineHub harmless from and against any and all claims, actions, suits, proceeding, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, connected with, or resulting from the use of the equipment. Each party agrees to give the other the prompt notice of any such claim or the institution of any action, suit or proceeding.
13. **ASSIGNMENT.** Lessee shall not (a) assign, transfer, pledge or hypothecate this Rental agreement, the equipment or any part thereof or any interest therein (b) sublet or lend the equipment or any part thereof or permit the equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Subject always to foregoing, this Rental Contract inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.
13. **ENTIRE AGREEMENT.** This agreement, together with the attached invoice, constitutes the entire agreement between CineHub and Lessee and it shall not be amended, altered or changed except by a written agreement signed by both parties hereto. If any dispute arises with respect to this agreement, the parties agree that this agreement will be construed under the Laws of the State of New York and that the proper forum shall be a Court of appropriate jurisdiction within the County, City and State of New York.

Equipment Summary	Start Date	End Date
Name / Company	Signature	Date



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CREDIT CARD AUTHORIZATION FORM

Please email this completed form to info@thecinehub.com along with:
(1) Rental Agreement (2) Equipment list (3) Copy of valid Driver's License (4) Copy of Credit Card, front & back
(5) Certificate of Insurance (COI) listing The CineHub as additionally assured.

Please note the name on all documents need to match.

Company _____ Individual _____

Credit Card Type (Please check): VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX ☐

Card Number _____

Expiration Date _____ Security Code _____

CREDIT CARD BILLING ADDRESS:

Street _____

City _____ State _____ Zip code: _____

Phone # _____

E-mail _____

By signing this form, I authorize THE CINEHUB to charge the credit card provided for:

- Deposit: I understand and agree that my credit card will be authorized for 50% of rental cost of the equipment, if the rental cost exceeds \$1000.
- Rental charges: I understand and agree that my credit card will be charged for the rental charges of the equipment rented upon return.

I authorize (print name): _____ to pick up rentals on my account.

I have read and understand THE CINEHUB's rental agreement. I understand that I will be held responsible for the deposit and rental charges of the equipment rented.

Cardholder's Name

Signature

Date