

ORIGIN POINT

3021 S. Airport Ave.
Santa Monica CA, 90405
www.originpoint.io
connect@originpoint.io

ORIGIN POINT RENTALS NEW CUSTOMER PACKET

Equipment Rental Agreement

Please fill in your information (page 2), review and sign the following agreement.

Certificate of Insurance

Please provide a Certificate of Insurance for your production. ORIGIN POINT, LLC must be named as Loss Payee and Additional Insured.

CERTIFICATE HOLDER:

ORIGIN POINT, LLC
1261 Kenwood St.
La Habra CA, 90631

NOTE: Coverage for Rented Equipment must match or exceed the total replacement value. In some cases, a deposit for the deductible amount may be required.

Payment

Credit card, check and cash are all accepted. Wire transfers are accepted subject to a \$15 processing fee.

Full payment is due at the time of pickup. After your account is established, you may request to apply for billing terms. All applications must be approved by ORIGIN POINT before terms are applied.

ORIGIN POINT RENTAL AGREEMENT

Please read the following carefully and sign to acknowledge your agreement to ORIGIN POINT's Rental Terms and Conditions.

THIS AGREEMENT is made by and between Origin Point LLC, dba Origin Point ("Origin Point"), located at 1261 Kenwood St. La Habra CA and the entities listed below, hereafter designated as "Renter".

RENTER INFORMATION:

| | |
|-----------------------------|--|
| Primary Contact Name | |
| Phone Number | |
| Email Address | |
| Company Name | |
| Billing Address | |

The parties agree to the EQUIPMENT RENTAL CONTRACT as follows:

- DESCRIPTION OF EQUIPMENT.** Upon pickup of the Equipment by the Renter at Origin Point's place of business, or upon receipt by Renter after shipment, it is Renter's responsibility to determine that the order is complete and to notify Origin Point, prior to taking delivery, of any discrepancies.
- TERMS OF RENTAL.** All Equipment shall be rented on a day-to-day basis, and all rental rates shall apply to each full day. Full payment to Origin Point is due upon receipt of Equipment. Any additional costs will be billed to the Renter after the Rental period if applicable. Return of the Equipment to Origin Point after 12:00pm will be deemed an additional rental day. Where the Equipment has not been returned to and received by Origin Point by the dates specified, rent shall continue to accrue on the Equipment on a day to day basis until such time as the Equipment has been returned to and received by Origin Point.
- DELIVERY OF EQUIPMENT.** The Renter acknowledges that the equipment will be deemed "delivered when it leaves Origin Point's place of business in the possession of the Renter or any 3rd party carrier. The Renter bears full responsibility for the selection and payment to any 3rd party carrier. The Renter agrees to bear the entire risk of loss and/or damage to the Equipment once it is no longer in the physical custody of authorized Origin Point employees. The Renter acknowledges that when the Equipment is delivered to the Renter, the Renter will have examined the Equipment and found it to be in good working order.
- RETURN OF EQUIPMENT.** The Equipment shall be deemed "returned" when it has been received by authorized Origin Point employees at its place of business. The Renter shall continue to bear any risks of loss and/or damage to the Equipment until return has been accomplished in this manner. Returned equipment is subject to a full Quality Inspection upon return to Origin Point. The Renter is liable for the full replacement cost of any Equipment that has been damaged, lost, stolen, seized by a government agency, or destroyed while in the possession of the Renter, an agent of the Renter or any third party carrier, until the full repair/replacement value of the Equipment is received by Origin Point from the Renter or the Renter's insurer.
- LOST, STOLEN OR DAMAGED EQUIPMENT.** The Renter assumes any and all risks of loss once the Equipment leaves Origin Point's place of business until such time as the Equipment is returned to Origin Point in the manner provided herein, except at such times as the Equipment is in the exclusive control of authorized Origin Point employees. The liability of the Renter hereunder is primary and shall not be reduced in the event Origin

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Point received proceeds from its own insurance. Acceptance by Origin Point of the return of any Equipment shall not be deemed a waiver to any claims which Origin Point may have against the Renter under this agreement, even though any damage for which the Renter is liable is discovered later.

- 6. USE OF EQUIPMENT.** The Renter shall operate the Equipment in accordance with the manufacturer's instructions, and shall not use the equipment in any manner which will subject it to abnormal or hazardous conditions. The Renter shall not make any alterations to the Equipment without prior consent of Origin Point and shall not deface, remove, or cover any nameplate on the Equipment showing Origin Point's ownership. All Equipment shall be operated in accordance with Federal, State, and local laws.
- 7. SHIPPING.** Unless otherwise agreed to and noted in the invoice by Origin Point, all shipping, handling, delivery and custom charges are the responsibility of the Renter. Origin Point suggests shipping at least 24 business hours before the Equipment is needed. Although Equipment is tested and operated before shipping, air handling and other methods of shipping can be hard on Equipment and may cause damage to the Equipment. In the event of damage or malfunction, the Renter is responsible for transportation and repair or replacement costs. Origin Point will consult with Renter which carrier to use. Origin Point is not liable in any way for the loss, damage, delay or costs arising from the shipment, except if due to the gross negligence or willful misconduct of Origin Point.
- 8. CANCELLATION.** The Renter may cancel the booking within 48 hours without penalty, unless the Rental Period is less than 48 hours before the start of the Rental period. If a booking is cancelled prior to 3 days before the Rental period begins, the Renter is liable for 50% of the total Rental cost. Cancellation less than 3 days before the beginning of the Rental period may be subject to the entire cost of the Rental.
- 9. NO HOLD ON FOOTAGE.** Origin Point assumes no responsibility for footage recorded on the Equipment. All media is subject to secure format immediately upon return to Origin Point. Origin Point assumes no liability for loss or corruption of data. Renter agrees that Renter shall have the sole responsibility for backing up and protecting all data used in connection with the Equipment and the impact it may cause on Renter data, and specifically holds Origin Point harmless from any damage to Borrower's data.
- 10. LIMITATION OF LIABILITY.** IN NO EVENT SHALL ORIGIN POINT BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE EQUIPMENT. In the event the Renter incurs costs due to failed operation of the Equipment, Renter releases Origin Point from any liability for costs of any substitute equipment or damages incurred as a result of lost production time. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.
- 11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement shall be governed by the laws of the State of California.

Both Parties hereto have caused their duly authorized representatives to execute this Agreement.

ORIGIN POINT, LLC

RENTER

Signature

Signature

Printed Name

Printed Name

Date

Date