

RENTAL AGREEMENT

1. **TREC** hereby rents to _____ ["RENTER"] and RENTER hereby rents and hires from TREC all of the items of EQUIPMENT and other property described on the packing list attached to and made a part of this rental agreement [the "EQUIPMENT"].
2. **TERM.** The term of this Rental Contract commences on the "Start Date" shown on the packing list and ends when the EQUIPMENT is returned in good condition and repair to TREC's premises. It is the obligation of RENTER to arrange for the pick-up and return of all EQUIPMENT, and all such transportation is at the sole risk and expense of RENTER. Prior to the return of any digital equipment, RENTER shall remove all tagged data for example, RAW, TIFF and JPG files.
3. **RENT.** The rent for each and every item of EQUIPMENT is the amount set forth on the attached packing list. TREC shall be entitled to immediate payment of all Rentals at the conclusion of the Rental Term.
4. **SECURITY.** To insure the timely return of the EQUIPMENT to TREC at the conclusion of the term in good condition and repair, at TREC'S request, RENTER shall deposit with TREC as security an amount equal to the full replacement cost of the EQUIPMENT or as otherwise determined by TREC. Upon the return of the EQUIPMENT, the deposit or the balance thereof after payment for any repair, replacement, rental or other cost to TREC as provided for herein, shall be returned to RENTER.
5. **RENTER'S INSPECTION.** RENTER agrees that it has or will inspect the EQUIPMENT not later than its delivery of possession to RENTER and that it shall be conclusively presumed that RENTER has fully inspected the EQUIPMENT, is satisfied and has accepted the EQUIPMENT in good condition and repair and has acknowledged that all digital single lens's reflex camera's and digital backs are free from dust, and that the IR filter and IR protection glass are free from scratches.
6. **LOSS AND DAMAGE.** RENTER hereby assumes and shall bear the entire risk of loss or damage to the EQUIPMENT from any and every cause whatsoever. No loss or damage to the EQUIPMENT or any part thereof shall release any obligation under this rental agreement which shall continue in full force and effect. RENTER is responsible for the return of all digital equipment in the same condition or a charge will be assessed to replace scratched IR filters or IR protection glass. In the event of any loss or damage of any kind whatsoever to any item of EQUIPMENT, RENTER shall (a) restore it to good condition and repair or replace it with like EQUIPMENT acceptable to TREC, in good condition and repair, or (b) if in the reasonable judgment of TREC any item of EQUIPMENT is determined by TREC to be lost, stolen, destroyed or damaged beyond repair, pay TREC the full replacement value thereof as set forth on the packing list attached hereto.
7. **SURRENDER.** Upon the expiration or earlier termination of the Rental period for any item of EQUIPMENT, RENTER shall return it to TREC in good condition and repair.
8. **INSURANCE.** RENTER 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 TREC and RENTER as the insured and waive the right of subrogation against TREC. Insurance certificates confirming this coverage shall be delivered to TREC prior to the commencement of the rental term. RENTER may effect such coverage under its blanket policies. If RENTER fails to procure or maintain this insurance TREC shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to TREC together with the rent.
9. **NO WARRANTIES.** TREC 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. TREC 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.
10. **INDEMNITY.** RENTER agrees to indemnify and hold TREC 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.
11. **TREC'S EXPENSES.** RENTER shall reimburse TREC for all costs and expenses, including reasonable attorney's fees incurred by TREC in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this agreement.
12. **ASSIGNMENT.** RENTER 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 RENTER or RENTER'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. **OWNERSHIP.** The EQUIPMENT is and shall always be and remain, the sole and exclusive property of TREC, and RENTER shall have no rights therein except as expressly set forth herein.
14. **NON-WAIVER.** No covenant, term or condition of this Rental Contract can be waived except by the written consent of TREC. Forbearance, indulgence or the failure to insist on the terms hereof by TREC in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by RENTER to which the same apply and until complete performance by RENTER of said covenant, term or condition, TREC shall be entitled to invoke any remedy available to TREC under this Rental Contract or by law or in equity despite said forbearance, indulgence or the failure to insist on strict compliance with the terms hereof.
15. **ENTIRE AGREEMENT.** This agreement, together with the attached packing list, constitutes the entire agreement between TREC and RENTER 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.