



1524 Sul Ross Houston, TX 77006  
713.868.2101

## EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT, made the \_\_\_ day of \_\_\_, \_\_\_, by and between

\_\_\_\_\_

("Lessee") and Aurora Picture Show ("Lessor"). Lessee and Lessor agree as follows:

Under the General Conditions of Lease attached to this sheet, Lessor hereby leases to Lessee all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as is therein stated. Lessor shall furnish such equipment, in operative condition.

### LIST OF EQUIPMENT

\_\_\_\_\_

Approximate Rental Period \_\_\_ to \_\_\_

Security Deposit \$ \_\_\_\_\_

Rental Rate per Article \$ \_\_\_\_\_

Delivery Charges: \$ \_\_\_\_\_

Technician Fees: \$ \_\_\_\_\_

Additional Fees: \$ \_\_\_\_\_

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

Aurora Picture Show, Lessor

By: **Rachel Blackney Tepper**, Associate Director

\_\_\_\_\_

AND By Lessee

\_\_\_\_\_

## **GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)**

The conditions of lease here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between Lessor and the Lessee ("this Agreement").

- 1) **RENTAL PERIOD.** The Rental Period shall cover all time consumed in transporting the equipment, including the date of to Lessee and ends upon return of the equipment to Lessor.
- 2) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated. Prior to drop off or pick up equipment, Lessor and Lessee shall come to an agreement as to the date and time for return of the equipment and should the equipment not be returned by the specified date and time the Lessee shall be responsible for all additional rental fees that shall accrue at the same daily rental rate.
- 3) **PAYMENT AND LATE FEES.** The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance of the rental. In the event of a failure to make payment, Lessee is further responsible for all expenses of collection or suit, including actual attorneys' fees.
- 4) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 5) **FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessment and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.
- 6) **MAINTENANCE AND OPERATION.** Lessee shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected.
- 7) **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee, unless otherwise mutually agreed upon in writing by Lessor and Lessee.
- 8) **OPERATORS.** With the exception of Screening Package A or unless otherwise mutually agreed in writing Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the equipment, Lessee shall be responsible to pay all agreed upon wages. Such payments will be made to Lessor, after which point it is the responsibility of Lessor to pay the operators directly. All the terms of payment and the penalties for delinquent payments detailed in articles 2, 3 and 5 of this agreement apply equally to fees for operators, without exception.
- 9) **DISCLAIMER OF WARRANTIES.** LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH, TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

10) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of or connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

11) **RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material property, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such loss.

12) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment one (1) business day after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with it; Lessee has accepted the equipment in such good condition and repair.

13) **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment. Lessee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.

14) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

15) **EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessee in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

16) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.