



Agreement to Borrow Equipment

I, _____, on behalf of myself and any companies for which I am a material owner/producer/employee/officer/director/agent/representative, am borrowing the following equipment (the "Equipment") from Manhattan Beach Studios LLC:

The rental period for the Equipment is from _____ through _____ and I promise to return the Equipment on the date the Equipment is due. I understand that it is my responsibility to pick up the Equipment, and to return it to the same location at the end of my rental period unless otherwise agreed to in writing by both parties.

I agree to return the Equipment in the same condition that it was in on the day I rented it.

The charge for the rental of the Equipment is \$ _____ / (day/hour) (through with the first day credited for no charge), and it is my responsibility to use the Equipment properly and to obtain the requisite know-how. If the Equipment is damaged, stolen or lost during my rental period, I agree to have the Equipment fixed to your satisfaction or replaced with a new piece of identical or improved equipment. I agree that I am insured and represent that Manhattan Beach Studios LLC's is a named insured and shall be made whole for any issues or shortfalls with regard to the insurance, deductible, costs, expenses and reasonable attorneys' fees for collection efforts. If I do not repair or replace damaged or stolen Equipment within 10 days after my rental period, I will replace the Equipment at my own expense and authorize my card to be charged. The rental rate shall continue to be charged on a daily basis until such Equipment is repaired/returned or substitute equipment is provided at no charge to you.

If for any reason I am the reason for any delays in return, including late returns, the rental rate shall be paid at 2x the above-stated rate.

I understand that there is no warranty of fitness or merchantability, or any warranty that the Equipment is fit for use or for any particular person, and that I am solely responsible for the selection of the Equipment. I further certify that the Equipment shall be (and has been) tested prior to pick up, and Manhattan Beach Studios shall be held harmless from any issues whatsoever following pickup. I also represent that I am familiar with the equipment and how it works, as well as its limitations, and no further explanation is necessary regarding the condition or techniques with regard to the use of the equipment.

I HEREBY RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS MANHATTAN BEACH STUDIOS, LLC, AND ANY OF ITS EMPLOYEES, AGENTS OR VOLUNTEERS REPRESENTING OR RELATED TO MARK NICHOLAS, FOR ANY LIABILITY IN CONNECTION WITH THE USE OR POSSESSION OF THE EQUIPMENT. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE POSSESSION OR USE OF THE EQUIPMENT.

Print Name | Title

Manhattan Beach Studios LLC

Signature

Copy of ID and COI required at pickup