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## Master Rental Agreement

**THIS AGREEMENT** is made this the [REDACTED] day of [REDACTED], 2023, by and between [REDACTED] (the “Renter”), and La Storia, LLC, a North Carolina limited liability company (DBA LSP Film Rentals).

**TERMS OF USE.** By signing this rental agreement, Renter(s) agree to the following:

**RENTAL CHARGES.** Pick up, return, transit time, equipment setup and teardown, set builds and hair and makeup that will require extra time must be factored into the rental duration.

A signed Rental Agreement and Credit Authorization Form is required to hold a rental order during the customer’s preferred rental dates. The date(s) and rental items are not reserved until the signed Rental Agreement and Credit Authorization Form is submitted to and received by LSP Film Rentals. The renter agrees to pay the full invoice balance within 30 days of the last day of their rental period.

Equipment rented from LSP Film Rentals may be used for legal business activities only. Equipment may not be used for adult films or pornography of any kind or parties.

**RENTAL PERIOD.** The renter shall pick-up and return all rented equipment at the times set forth in their Booking Details document. An overtime charge of \$56.25 per hour may be applied for returns that extend beyond the rental terms, as set forth in this Agreement and the Booking Details.

**PAYMENT.** Returned checks will incur additional charges including but not exceeding all bank fees plus a \$25 processing fee. Refund requests must be made in writing and will be responded to promptly by management.

**EQUIPMENT SUPPLIED.** LSP Film Rentals agrees to provide rented equipment in good working order but makes no special guarantees as to said equipment’s functionality or suitability to Renter’s purposes. The Renter is entitled to use the LSP Film Rentals common spaces to prep and test equipment one-day prior to pickup or on the day of rental pick-up. LSP Film Rentals is not liable for acts out of its control that affect the shoot, such as power outages, weather, emergencies, audio interruptions, or Acts of God. Renter agrees to return all equipment in the condition it was provided and to immediately notify LSP Film Rentals of any damage, failure, or change in equipment provided.

**DAMAGE & REPAIRS.** Renter agrees to pay for any repair or replacement costs of equipment, LSP Film Rentals property, or LSP Film Rentals office building that Renter damages within 3 business days. In the event that the Renter’s employees, Renter’s contractors, Renter’s clients, or any and all Renter’s visitors damage any equipment, LSP Film Rentals property, or LSP Film Rentals office building, Renter agrees to pay for any repairs or replacements necessary within 3 business days. Renter agrees to leave the property in the condition it was found, or a \$150 cleaning fee may be assessed and charged to the Renter’s credit card on file. The expense of all repairs made during the Rental Period, including labor, material, parts, and other items shall be paid by the Renter.

There is no warranty that rented items are free of defects. The Renter agrees that LSP Film Rentals holds no liability for any damage or injury caused by use of rental items to Renter or any third party. The Renter assumes all risk of personal property damage, theft, or personal injury. If any accident involving LSP Film Rental's rental items has occurred while it is in the Renter's possession, Renter shall make LSP Film Rentals aware by written statement of details of occurrence of event including police report and names and addresses of witnesses, if applicable.

**INSURANCE.** If asked, Renter agrees to provide a Certificate of Insurance naming La Storia, LLC as Additional Insured and Loss Payee prior to pick-up of the rental equipment. LSP Film Rentals will not be held liable for any injuries or accidents to the Renter, Renter's employees, Renter's contractors, Renter's clients, or any and all Renter's visitors that occur within or outside LSP Film Rental premises. The Renter agrees that LSP Film Rentals is not responsible for providing worker's compensation to the Renter, Renter's employees, Renter's contractors, Renter's clients, or any and all Renter's visitors within or outside LSP Film Rentals premises.

**DISCLAIMER OF WARRANTIES.** LSP FILM RENTALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE STUDIO, STUDIO EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE. LSP STUDIO 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 STUDIO OR EQUIPMENT. AS TO LSP STUDIO, RENTER LEASES THE LOCATION AND EQUIPMENT "AS IS". LSP FILM RENTALS SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, STUDIO OR EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

**INDEMNITY.** Customer shall indemnify LSP Film Rentals against, and hold LSP Film Rentals harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Renter's use of rented equipment, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment. Customer shall further indemnify LSP Film Rentals, and hold LSP Film Rentals harmless from all loss and damage during the Rental Period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer'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 during the Rental Period.

**RISK OF LOSS.** LSP Film Rentals shall not be responsible for loss or damage to property, material, or equipment belonging to Renter, its agents, employees, suppliers, or anyone directly or indirectly employed by Renter while Renter uses LSP Film Rentals equipment. Renter is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Renter and its insurers waive all rights of subrogation against LSP Film Rentals for such losses.

**LIMITATION OF LIABILITY.** LSP Film Rental's liability under this Agreement, including any liability arising from LSP Film Rentals or any third party's comparative, concurrent, contributory, passive or active negligence, or that arises as a result of a strict or absolute liability, shall not exceed the total rental charges paid by Renter under this Agreement.

**NO SUBLETTING OR ASSIGNMENT.** LSP Film Rentals nor any rented equipment shall be sublet by Renter, nor shall Renter assign or transfer any interest in this Agreement without written consent of LSP Film Rentals. LSP Film Rentals 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.

**USE:** LSP Film Rentals shall have the right to inspect the rented equipment at any time during the rental term. Renter shall make any and all arrangements necessary to permit a representative of LSP Film Rentals access to the equipment. If a breach of any of the provisions of the Rental Agreement occurs, LSP Film Rentals has the right to revoke Renter's access to the equipment without any liability to and without prejudice to LSP Film Rentals, the right to receive payment due or accrued to and including date of revocation.

**REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY.** All remedies of LSP Film Rentals hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LSP Film Rentals to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by LSP Film Rentals of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

**EXPENSES.** Renter shall pay LSP Film Rentals all costs and expenses, including attorneys' fees, incurred by LSP Film Rentals in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

**ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between LSP Film Rentals and the Renter; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

I have read all of the above and fully understand and agree to strictly adhere to each section.

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

LA STORIA, LLC REPRESENTATIVE

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MANAGING MEMBER SIGNATURE

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DATE

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RENTER'S NAME

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RENTER'S SIGNATURE

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DATE

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