

## **CONDITIONS AND TERMS OF BUSINESS FOR EQUIPMENT HIRE HOTCAM NY, INC**

- 1 HotCam NY, Inc point out that, as its charges are not proportionate to the value of the equipment or the total sums of money involved in the work of which it's customers are engaged, HotCam NY, Inc should not be liable for any loss or damage of any kind whether consequential or otherwise and whether caused by negligence or otherwise resulting from any delay, detention, late delivery, non delivery or deficiency in the equipment or services provided.
- 2 Customer acknowledges that it has inspected and tested all the equipment listed herein at the time of rental and agrees that HCNy has made no warranties expressed, implied, oral, written or otherwise, as to condition, performance, operation, fitness for any use, useability, electrically, optically and in all other respects.
- 3 In no event shall HCNy be responsible for any claims by customer for alleged loss of profits, damages, expenses, claims of bodily injury or property damage claimed to have arisen out of customer's use of said Equipment or for any delays or any other reason.
- 4 The Customer agrees to keep and maintain rental equipment and accessories in good condition, reasonable wear and tear expected, and assumes full responsibility for the full replacement value and cost of such equipment and accessories until such rented items are returned in good working order to the actual possession of the owner. Rental fees shall be payable until the rented equipment and accessories are returned to the owner or until replaced or until payment in full is made in accordance with the above for lost or damaged rental equipment and accessories, regardless of cause unless an alternative arrangement is agreed in writing between the customer and HotCam NY, Inc in advance of the rental.
- 5 HCNy shall have the right to require the customer to provide, prior to rental, written evidence (satisfactory to HCNy) of current insurance policy or policies maintained by the customer in principle amount sufficient to cover the full replacement value of the Equipment from the commencement term to the time the Equipment is returned to HCNy. Such coverage shall include not only damage but also loss, destruction or the theft of the Equipment and shall in addition cover claims made against HCNy for bodily injury or property damage to others while such Equipment is on rental, being picked up or delivered back to HCNy.
- 6 Customers must not try to repair, adjust or otherwise interfere with the equipment, except in so far as is necessary for its proper use.
- 7 Equipment shall be returned in a clean state. A cleaning charge shall be made for equipment returned in an excessively dirty state. Equipment returned in a damaged state will be repaired by HotCam New York, Inc and the costs for the repairs shall be charged to the renter.
- 8 One day's rental period is defined as midnight to midnight: a week is a period of 7 consecutive days. Collection and delivery of equipment, prior to the commencement and after the completion of the rental period is normally permissible without incurring any extra rental charge but is subject to arrangement and availability of equipment.



HOTCAM™

HD VIDEO FACILITIES

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- 9 The customer must inform HotCam NY, Inc at the earliest opportunity of any intention to retain the equipment for a longer period than was originally booked, and in the event of the equipment not being available for the extra period; return it on the original agreed date or such other date as agreed with HotCam NY, Inc.
- 10 Provisional bookings are only accepted on the understanding that they do not guarantee availability of the equipment.
- 11 HotCam NY, Inc reserves the right to impose a cancellation charge equivalent to 100% of one Days hire from any bookings cancelled at less than 24 hours notice. The same applies for cancellation of technicians.
- 13 Payment shall be made by the customer within 15 days of the date of invoice.