

## ILC Terms and Conditions

**Transport:** Equipment shall be transported in an appropriately sized vehicle which provides adequate suspension (such as air ride or hydraulic shock absorption). Equipment must be transported in its road case and in its proper orientation. Certain equipment cases must remain on their wheels at all times.

**Payment:** Payment is expected at the time and in the manner agreed upon with lessee's ILC account manager. Service charges and late fees may be added for failure to pay according to the terms agreed upon. If there is an inconsistency between a verbal agreement and a written agreement, the shorter term shall prevail.

**Credit Cards:** Credit cards are an acceptable form of payment for deposits and COD/Net Due payments. Credit cards are not acceptable in lieu of a check on an open account unless the payment is being made at the time of, or before the rental. Post-Rental credit card payments shall be subject to a 4% service charge.

**Lamps:** Spare lamps (or spent lamps if a spare is used) must be returned under all circumstances. ILC reserves the right to bill Lessee for all non-returned lamps. If a lamp is being replaced, please label the fixture with tape and report the serial number or barcode number to ILC. Lessee cooperation in this matter helps ILC maintain a high level of fixture reliability. Use ILC spare lamps only on ILC fixtures.

**Rental Period:** The rental period shall be defined on the rental contract. The equipment is due back on the date, and no later than the time specified on the rental contract. Late returns shall be subject to a late charge, which can be as high as an additional rental period. If Lessee would like to extend the rental or return late, please contact your ILC account manager as soon as possible. ILC will do its best to accommodate Lessee, but make no representation that it will be done free of charge.

**Equipment Condition:** ILC expects that Lessee will maintain all equipment in a professional manner and operate it by experienced professionals. With the exception of normal wear and tear, ILC reserves the right to charge in whole or in part for any equipment damaged during Lessee's rental.

**Lost/Damaged Equipment:** If a piece of equipment is not returned from, or is damaged on your rental, ILC will advise the Lessee no later than 48 business hours after the rental is returned to our building. ILC reserves the right to bill for additional rental periods for equipment that is not returned by its due date. Lessee may elect to pay for the missing gear at any time, and the rental billing will cease, but will not be retroactive (ILC will not credit the original rental or additional periods against the purchase price). The replacement costs related to Lessee's rental are available from your ILC account manager on request.

**Inspection:** Lessee has the right to inspect the equipment before it leaves our dock. Lessee has the right to be present when the equipment is being checked in. ILC requests that Lessee advises your ILC account manager in advance if Lessee will be doing either so that ILC can have the proper personnel available at the time of Lessee pick-up or return. ILC does not represent that we will provide this accommodation on demand. ILC must know in advance.

**Warranty:** ILC warrants that the equipment you rent will be professionally maintained and in working order when it leaves our shop. While ILC makes every effort to package our equipment in the best road cases and packaging materials in the industry, malfunctions can and do occur. ILC will make every reasonable effort to solve the problem, or when practical, get the Lessee a replacement part or unit. ILC liability however is always limited to the rental cost of the defective piece of equipment and only if ILC determines that the malfunction is not a result of mishandling or traveling.

**Insurance:** Lessee shall maintain their own insurance sufficient to cover the replacement value of the rented equipment. The value of the rented equipment can be obtained from your ILC account manager. Failure to produce a valid rental certificate to ILC prior to the pick-up/delivery of Lessee's rental does not constitute a forfeiture of this requirement. If Lessee does not have appropriate insurance, a deposit can be calculated and collected by ILC in lieu of Lessee's own renter's insurance. Lessee must maintain your own liability, workmen's comp and auto insurance.

**Cancellation:** In case of cancellation, ILC reserves the right to charge all reasonable fees in order to recover our cost in holding, prepping and/or sub-renting equipment on Lessee's behalf.