

Talamas Company Inc. Terms and Conditions

1. LESSEE _____ acknowledges that he has selected the equipment listed here without relying upon any suggestion or recommendation of LESSOR Talamas Company, Inc. and agrees that LESSOR assumes no responsibility for the equipment being fit for any particular purpose. LESSEE further acknowledges that he has inspected and tested all equipment listed herein at the time of rental and agrees that LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS (EXPRESS, IMPLIED, OR ORAL), WRITTEN OR OTHERWISE, AS TO CONDITION, PERFORMANCE, OPERATION, FITNESS FOR ANY USE, USABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. LESSEE acknowledges that he has received all equipment in good workable, operating condition, mechanical, electrical, optically and all other respects.
2. In no event shall LESSOR be responsible for any claims by LESSEE or others for alleged loss of profits, damages (or consequential damages), expenses, claimed to have arisen out of a customer's use of the said equipment, or for any delays or for any other reason. It shall be the duty of the LESSEE to notify LESSOR immediately of any claimed defect or non-function in any of the equipment herein. Provided notice of claimed defect is given to LESSOR immediately upon the holding of the required test by the LESSEE, and provided the said equipment is returned to LESSOR forthwith for inspection by LESSOR, and provided there is a defect or non-function as claimed by the LESSEE, and provided said defect is determined by LESSOR, in its sole judgment, to have occurred after the equipment had left the premises of LESSOR, and provided LESSOR, in its sole judgment determines that said defect was not caused by any act of the LESSEE or its employees or agents, then LESSOR shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all said equipment so returned to and accepted by LESSOR shall be abated from the time of acceptance of such return. In the event LESSOR substitutes replacement equipment rental charges thereon shall begin to run as of the delivery by LESSOR of such equipment. The provisions of this paragraph shall be the only recourse of LESSEE for claimed defects in any piece of equipment.
3. LESSEE agrees to indemnify, defend and hold harmless LESSOR and its officers, employees, agents and licensees against any and all claims, actions, damages, costs, liabilities and expenses (including legal expenses) arising, directly or indirectly, from the use, transportation, possession or operation of the equipment and by whomever operated, LESSEE's breach of any of its representations or warranties made herein, or from the negligence or willful misconduct of LESSEE, its employees, agents or contractors. This indemnification shall survive termination of this Agreement. LESSOR agrees to indemnify, defend and hold harmless LESSEE and its officers, employees, agents and licensees against any and all claims, actions, damages, costs, liabilities and expenses (including legal expenses) arising, directly or indirectly, from LESSOR's breach of any of its representations or warranties made herein, or from the negligence or willful misconduct of LESSOR, its employees, agents or contractors. This indemnification shall survive termination of this Agreement.
4. The LESSEE agrees to keep and maintain rental equipment and supplies in good condition, reasonable wear and tear excepted, and assumes full responsibility for the replacement value of such equipment and supplies until such rented items are returned in good order to the actual possession of the LESSOR. Rental fees shall be payable until the rented equipment and supplies are returned to the LESSOR or until payment in full is made for lost or damaged equipment and supplies, unless damage is due to reasonable wear and tear. In the event that damage is due to reasonable wear and tear, rental fee shall not apply after the date such equipment is returned to Lessor's premise. Lessor shall be the sole arbitrator of whether such damage resulted from reasonable wear and tear or from misuse or any reason other than normal wear and tear. The equipment shall be returned to LESSOR at the address shown below by LESSEE at its own risk, cost and expense.
5. The LESSEE shall, at its own cost and expense, but for the benefit of LESSOR, immediately insure the equipment for the full replacement value against all insurable risks in a qualified, reputable insurance company and shall deliver the said insurance policy to LESSOR, together with the receipt for premiums thereunder. If LESSOR, by reason of such insurance, shall receive any sum or sums of money, such amount may be retained by the Lessor and applied by the Lessor at Lessor's sole discretion towards the repair or replacement of the said equipment, or it may revoke the damaged equipment and, in lieu thereof, substitute new equipment of like kind and quality, and any such equipment, whether repaired or substituted, shall be subject to all terms, provisions and conditions herein. The LESSEE shall also, at its own cost and expense, maintain general liability insurance in an amount reasonably sufficient to insure against any claims brought by third-parties related in any way to the use, transportation, possession or operation of the equipment.
6. LESSEE is responsible for all property (including but not limited to camera(s), lighting, audio and accessories) stored and/or transported by LESSOR for LESSEE's ultimate use. LESSOR shall be acting as the agent of LESSEE in storing and/or transporting property which belongs to third parties. All risk of loss to third party property, which is stored or transported by LESSOR for the benefit of LESSEE, shall be the responsibility of LESSEE.
7. If the LESSEE shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the LESSEE, whereby the said equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his property, or if the LESSEE shall enter into any arrangement or composition with his creditors, or in the event any judgment is obtained against the LESSEE, then and in any such event the LESSOR shall have the option to retake immediate possession of said equipment and for such purpose, lessor, its agents or employees, may enter upon any premises where said equipment may be, and may remove the same therefrom, with or without notice of intention to retake the same without being liable to any suit or action or other proceeding by the LESSEE, without prejudice to any right or claim of LESSOR for any rent due, if any, or claim on account of any breaches of this Agreement, or loss of rental for the balance of the unexpired term herein, or for any other claim that LESSOR may have under this Agreement.
8. The LESSEE shall not underlease or sublease the equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the LESSEE personally.
9. The LESSEE agrees not to remove or cover the tag or nameplate on the equipment showing ownership by LESSOR.
10. LESSEE must disclose in writing if rented equipment will be used on aerial drone applications and Unmanned Aerial Systems (UAS). LESSEE must provide specific aerial property and liability insurance coverage to LESSOR. LESSOR reserves the right of rental refusal on all UAS, UAV and Quadcopter applications.
11. By accepting delivery of the equipment, LESSEE is hereby deemed to have accepted and agreed to all of the terms and conditions of this Agreement, even if this Agreement is not signed by LESSEE.
12. The acceptance of the return of the rented equipment does not release LESSEE from any liability and is not a waiver by LESSOR of any claims that it may have against the LESSEE, nor a waiver of claims for latent or patent damage to the equipment.
13. This Agreement contains the entire understanding between the parties, including representation, and may not be modified, except by another agreement in writing, signed by both parties to this agreement.
14. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

The customer has read and understands all of the terms, conditions and obligations contained on this document, all of which are incorporated herein and made part of the agreement.

Job # _____

Authorized signature _____ Print Name _____ Date _____

Drone Disclosure - I have read and understand clause 10 and have disclosed in writing to _____ (Talamas Account Manager)

Talamas Company, Inc. 280 Bear Hill Road, Waltham, MA 02451