

HUDSON RADIOS
19 N OXFORD ST, STUDIO 9
BROOKLYN, NY 11205
917-444-1212
[HTTPS://WWW.HUDSONRADIOS.COM/](https://www.hudsonradios.com/)

SAMPLE RENTAL AGREEMENT

PLEASE NOTE: A COPY OF OUR CURRENT RENTAL AGREEMENT WILL BE GENERATED WITH EACH QUOTE AND/OR ORDER. THIS PDF IS A SAMPLE RENTAL AGREEMENT AND IS FOR REFERENCE ONLY. THE CONTENTS OF THIS SAMPLE RENTAL AGREEMENT MAY DIFFER FROM THE VERSION YOU ARE PROVIDED AT THE TIME YOU PLACE A RENTAL QUOTE AND/OR ORDER.

Please review the following pages carefully as they detail our Rental Terms and Conditions. The last page of this document includes the individual replacement costs for each item rented. By renting with Hudson Radios, you agree to our rental agreement and the details as listed on your rental quote and/or rental order.

- Hudson Radios represents and warrants as follows:** (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Hudson Radios is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Hudson Radios will be performed in a professional and competent manner; (4) Hudson Radios has the right to enter into the rental of the Equipment and (5) Hudson Radios has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. The customer agrees as follows: (a) except as set forth in Hudson Radios' representations and warranties above, the Equipment is rented to the customer without any warranty or guarantee of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Hudson Radios shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Hudson Radios' representations and warranties above, Renter is responsible for all costs associated with any repair or replacement, without deduction for depreciation of the Equipment, necessitated as a result of the customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of the customer, its employees, agents, contractors, or freelancers. The Customer agrees to the safe use of the Equipment.
- Testing:** The customer acknowledges that its representative may inspect and test all rental equipment at the time of rental commencement. Whether the customer chooses to complete testing and inspection of their rental equipment is at their discretion. The customer acknowledges that all rental equipment is in good condition and working order. The customer assumes all responsibilities and full liability for any damages to rental equipment and/or repair costs to the rental equipment that arises during their rental. Furthermore, if damages to rental equipment or missing rental equipment are discovered by staff members of Hudson Radios upon return and during the quality check, the customer assumes responsibility and liability. For any and all orders that are shipped to the customer, the customer waives the right to test and inspect the rental equipment. In addition for any and all orders that are shipped to the customer, the customer accepts and assumes the risk of damages to the rental equipment while in transit to the customer.
- Non-Working Equipment:** The customer shall notify Hudson Radios immediately of any malfunction and/or damages to any rental equipment. In the event the rental equipment is not functioning as normal, the customer shall have the option of accepting other like rental equipment in exchange for such nonworking rental equipment should it be available from Hudson Radios.
- Technician/Operation:** The customer shall only allow the rental equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any rental equipment, duly licensed personnel, and only in strict accordance with the instructions of the equipment manufacturer. Such qualified or licensed technicians and personnel should know all proper protocols to safeguard the public, data, and rental equipment, and should be competent with regard to the normal operation of said rental equipment. The customer shall keep the rental equipment in their sole custody and shall not permit it to be used in violation of the law.
- Risk of Loss:** The customer assumes all risk of loss whether or not covered by the customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Hudson Radios, its employees, agents, or contractors. The customer is deemed to have taken possession of the rental equipment the moment it is in the customer's custody and control. In addition, if Hudson Radios ships rental equipment to the Customer's request, the Customer shall be responsible for both the risk of loss in transit and the transportation costs. The customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than local transit provided by Hudson

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Radios), at all locations named and unnamed, at all studios, while on the Customer's premises, and while in the Customer's use. Unless otherwise arranged, the Customer is responsible for picking up and returning the Equipment to/from Hudson Radios' office located at 19 North Oxford Street, Studio 9, Brooklyn, NY 11205 during normal business hours and by the order date end time as listed on the Customer's quote and/or order contract. If Hudson Radios delivers and/or picks up the Equipment, Hudson Radios will be responsible for the risk of loss in transit while the Equipment is in the custody of a Hudson Radios representative.

6. **Personal Property / Found Items:** If during the normal course of business Hudson Radios locates Equipment that belongs to the Customer, Hudson Radios will notify the Customer. Hudson Radios is not responsible for any claims arising from missing, lost, or discarded personal items.
7. **Insurance:** The customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. In addition, all rental equipment shall be insured for actual verifiable loss of use of the rental equipment (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment, as computed for the period of time the rental equipment is being repaired and/ or replaced not to exceed 90 days). The customer shall deliver to Hudson Radios evidence of their insurance coverage prior to taking either constructive or actual possession of the rental equipment. The customer will forward a Certificate of Insurance evidencing their liability and property coverage from a reputable insurance carrier to Hudson Radios that complies with coverage requirements as enumerated within this rental agreement. The customer shall be liable for the (a) full replacement cost of the rental equipment without deduction for depreciation, (b) loss of use of the rental equipment (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental income of the rental equipment, as computed for the period of time the rental equipment is being repaired and/or replaced, not to exceed 90 days), arising or resulting from any failure by the customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages, and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason (other than a final, non-appealable judicial determination that arose or resulted from the negligence or willful misconduct of Hudson Radios) shall not be covered or paid by the customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above. Note: Section 7 is not applicable to customers who do not have valid production or rented equipment insurance.
8. **Property Insurance:** The customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Hudson Radios as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; and shall provide for 10 days written notice to Hudson Radios before any policy shall be modified or canceled. In determining whether the Equipment shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. Hudson Radios will not accept insurance that contains a theft exclusion from unattended vehicle(s). Note: Section 8 is not applicable to customers who do not have valid production or rented equipment insurance.
9. **Liability Insurance:** While Hudson Radios does not explicitly require the customer to maintain liability insurance, it is advised. If the customer has valid general liability coverage, please submit a COI showing coverage. Note: Section 9 is not applicable to customers who do not have valid production or rented equipment insurance.
10. **The Damage Waiver:** For all customers without valid insurance coverage, a Damage Waiver fee will be assessed. The Damage Waiver is a 10% fee based on the total rental cost, excluding any applicable sales tax. In the event of damaged gear, the Customer will be responsible for the first \$500.00 or 60%, whichever figure is greater, of the total cost of repair. The customer is responsible for 100% of the full replacement cost without deduction for depreciation for any gear that is damaged beyond repair or otherwise not returned to Hudson Radios for any reason, including but not limited to theft and damages, whether intentional or unintentional. In the event of accidents or any situations that result in damage to rental equipment or in cases of theft or other criminal acts that involve rental equipment, a police report is to be filed and a copy of the report is to be shared with Hudson Radios. Note: Section 10 is not applicable to customers who have valid production or rented equipment insurance.
11. **Cleaning and Convenience Fees:** The customer acknowledges that additional fees may be assessed for the following, but are not limited to the cleaning of gear and cases, tape residue removal, sticker removal, detangling of walkie surveillance or cables, removal of walkie antennas, and the removal of Hudson Radios labeling.
12. **Contract Dates and Times:** For will-call orders, the Customer acknowledges that all gear will be available to be picked up from Hudson Radios at the time listed on the reservation contract. In the instance that Hudson Radios is delayed in preparing an order, Hudson Radios will notify the Customer. The customer also acknowledges that all gear must be returned at or before the time listed on the reservation contract. In the event of a late return, the Customer acknowledges late fees may be applied.

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13. **Missing and Damaged:** Hudson Radios shall provide the Customer with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Hudson Radios. The customer shall have the option to return any and all missing Equipment to Hudson Radios within 48 hours of the initial notice. After 48 hours, Hudson Radios assumes the right to bill for any and all unreturned Equipment. In the event of damaged Equipment, Hudson Radios will, upon receipt of repair or replacement cost estimates, bill these to the Customer.
14. **Indemnity:** The customer agrees to indemnify, defend and hold harmless Hudson Radios and its officers, employees, agents, and licensees against any and all claims, actions, damages, liabilities, and expenses arising from the use, possession, or operation of the Equipment and by whomsoever operated at the direction of the customer, the customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of the customer, its employees, agents or contractors. This indemnification shall survive the full term of the rental agreement and will remain in force until noted otherwise. Hudson Radios agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents, and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities, and expenses arising from Hudson Radios' negligence or the willful misconduct of Hudson Radios, or that of Hudson Radios' employees, agents, or contractors. This indemnification shall survive the full term of the rental agreement and will remain in force until noted otherwise.
15. **Entire Agreement:** The customer agrees that they have read, understand, and accept all provisions of this Agreement prior to signing and executing this agreement. The signed Rental Contract along with these Terms and Conditions constitute the entire agreement between Hudson Radios and the customer. In the event of a conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of this document shall govern and control. Any changes must be made in writing and signed by both parties. If the customer is a corporation, business, or other entity, the person signing and executing the Rental Contract and these Terms and Conditions represents and warrants that he/she/they has/have full power and authority to do so on behalf of their employer or the respective company as listed on the rental documents. The customer acknowledges that a signed photocopy or signed electronic version of this document shall constitute the same consent as a signed original.
16. **Governing Law:** This rental agreement has been entered into in the State of New York and shall be governed by the laws of the State of New York, without reference to any conflicts of law principles. The customer and Hudson Radios agree to the State of New York having the sole jurisdiction to govern any and all disputes arising between the customer and Hudson Radios. If any portion of this agreement is found to be invalid, unenforceable, waived, or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

By proceeding with your rental, you agree to our Rental Terms and Conditions and the details as listed on your rental quote and/or rental order. Below you will find the replacement costs of the individual items on your order as well as a copy of our sample Certificate of Insurance.

PLEASE NOTE: REPLACEMENT PRICES OF THE RENTAL EQUIPMENT WILL BE INCLUDED WITH THE RENTAL AGREEMENT WHEN A QUOTE AND/OR ORDER IS PLACED.