

Video Diary Room Hire Agreement

Service Supplied

The Diary Room is for indoor use only.

Benchmark Productions will deliver the Video Diary Room to the client's requested destination. The Video Diary Room will be left in the care of the client in good and working condition. Benchmark Productions will collect the Diary Room at the time agreed by the client to a maximum of five hours unless extra hours are contracted.

The final video will be edited and delivered to the client 4-6 weeks after the event.

Availability may be limited and Video Diary Room reservations are made on a first come, first served basis, validated by the reservation deposit.

Reservation

Confirmed reservations are required for any agreement to be valid. A reservation is deemed to be confirmed when the client has paid the required £250 deposit. The reservation fee is non refundable in the event of cancellation, postponement or other condition which may void our obligation to deliver the Video Diary Room. The remaining balance is due at the delivery of the final edited product. The deposit will be applied to the final balance due, however this fee will not be deemed to be in lieu of charges for damage or loss. A fee of £25 will be charged for returned cheques. If the reservation fee is paid by cheque and the cheque is returned, the contract is void and the date no longer secured.

Denial of Service

We reserve the right to refuse rental service to anyone at anytime where we deem it is in our best interest on the basis of credit, past history, lack of safety precaution, or likelihood of abuse.

We may also refuse rental service at anytime and our obligation under any contract executed will be void should we discover that the intended use of the equipment presents a serious safety hazard and/or violates any constitutional or by law.

Client Responsibility

The client agrees to examine the Video Diary Room, power cables and decoration to find it to be in good condition and will be returned in the same condition as when the client received it, ordinary wear and tear excepted. The client may not physically move the Video Diary room once it has been placed in an agreed area that is appropriate for use. The client will agree to contact Benchmark Productions at once if any equipment is found to be malfunctioning, provided that the failure is not the result of damage or improper use on the part of the client.

The client is solely responsible for the equipment, and those who use it, whilst it is in their possession. The client assumes responsibility for loss or damage to the equipment.

Responsibility ends when the equipment is found to be in its original condition and working order at the time of collection.

The client is responsible for clear access to the premises, an electrical outlet and a required space of 6' x 10'. The Video Diary Room must not be sublet.

Indemnity

You agree to indemnify Benchmark Productions and its' employees and agents from and against any and all losses, damages, claims, or liability of any kind whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent or other defects) or operation of the Video Diary Room, and by whomever used or operated the equipment during the rental term.

Benchmark Productions is not responsible for accident or injury caused directly or indirectly by the use of the rented equipment. Rented equipment is deemed to be in the custody and care of the client, and when used in commerce the client warrants that he/she is insured for such purpose.

The client assures usage in compliance with bylaws or local ordinances and is solely responsible for obtaining any necessary clearance; permits or insurance coverage required pursuant to the receipt, intended and/or actual use of all equipment listed herein. The Reservation fee

(deposit) is non refundable, if such clearance, permits or insurance coverage prevents the Video Diary Room from being legally operated. Benchmark Productions will abide by the rules of the premises regarding regulations and booth placement. Equipment damaged or seized by government authority, as a result of the client's non compliance, illegal, or other conduct will be the sole responsibility of the client; including, but not limited to the full replacement cost for items seized or damaged.

Benchmark Productions' Responsibility

In the unlikely event that Benchmark Productions cannot perform the services agreed upon; all fees paid by the client will be refunded.

Benchmark Productions will take the utmost care with respect to delivery, set-up, editing and delivery of final video footage. In the event that circumstances arise that are beyond our control our liability is limited. Circumstances beyond our control include, but are not limited to: acts of nature, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, fires, flood, storms, explosions, war, governmental actions, non performance of third parties, or loss or fluctuations of electrical power.

Benchmark Productions reserves the right to use any footage for promotional or any other purposes or public display. The video is produced for the client's personal, private, in-home use. The client assumes all liability for any form of copyright infringement and is responsible for any personal releases.

By signing below I agree that I have read, fully understand and accept the terms and conditions of this Video Diary Room rental agreement. I accept that the Video Diary Room has been delivered, found in working order and in good condition.

Signature

Date