



*The New England Resource for Personal Service,  
Rental and Sales of Quality Equipment.*

**STANDARD DEAL MEMO & RENTAL CONTRACT**

The Kaye Lites deal memo refers to industry standards, which may be negotiated on a job-to-job basis.

These terms shall apply as agreed upon by Kaye Lites, Inc. (hereinafter "Kaye Lites"), and the prospective customer (whose authorized signature appears below) also acknowledged as the producer and employer as their respects herein lie. They may only be superseded by a union contract between the employer and IATSE Local 481.

**CREDIT:** Unless other arrangements are made, it is required to establish an account with Kaye Lites to rent equipment. New customers should submit a completed credit application, allowing ample time for processing. The first order on a new account will be on a "payment on delivery" basis. Rentals without an account will be C.O.D. Additionally, a deposit may be held against additional rental charges, losses, fees, etc. Kaye Lites will refund deposit balance, within two weeks after all equipment is returned in proper condition. Payment on all accounts is Net 30 days. Interest will be charged at the rate of 1.5 percent per month on the unpaid balance after 30 days. The Lessee agrees to pay Lessor's legal and collection fees in the event of default on their account.

**RENTAL PROCEDURES AND POLICIES:** Equipment should be reserved as far in advance as possible to insure your specific needs. Orders placed after 12 noon for use the following day are subject to equipment availability. In such cases Kaye Lites will inform you if additional charges are necessary in processing your order. Minimum rental period is 1 day. Weekly rate is 4 times daily rate. Weekend use days are charged at the daily rate. Please pick up your rental orders after 2:00 PM. Please return equipment before 11:00 am to complete your rental period. All orders are considered "reserved" unless otherwise specified. Should a booking conflict arise regarding equipment that you have "reserved," we will contact you. You may then choose to "confirm" or "cancel" your order. Any "confirmed" project is cancelled or postponed giving Kaye Lites less than 72 hours notice (weekends not included) the client is responsible for 50% of this price. If less than 24 hours notice is given, then the client is responsible for 100% of the cost.

**CONDITIONS OF EMPLOYMENT:** No Kaye Lites employee shall be discriminated against on a basis of race, creed, gender, color, age, national origin, sexual orientation, religion, or Union Activity. Regarding the departments covered by Kaye Lites, prior to the job Kaye Lites shall inform the company of the name(s) of the Kaye Lites employee(s) who may function as department head(s). A sufficient number of assistants shall also be hired to satisfactorily carry out the duties and responsibilities of said category properly and safely. No Kaye Lites employee shall perform work in any category other than the one for which s/he was hired. If a Kaye Lites employee is not busy and the job is sufficiently crewed, a Kaye Lites employee may assist in another category. No Kaye Lites employee shall be asked to perform a job for which they are not sufficiently trained. Kaye Lites employees are expressly forbidden to sign waivers of liability as a condition for employment, or any document that contradicts the workers' status as an employee (for example: 1099's, independent contractor, and the like.)

**LOCATION SCOUT:** Kaye Lites shall be paid a half-day's rate for any scout or consultation of less than 4 hours, otherwise a FULL days' pay shall apply.

**LOCATIONS: GREATER BOSTON AREA CORE ZONE:** Is within 1 hour drive from Kaye Lites Massachusetts Headquarters. A NEARBY LOCATION is outside the Core Zone but where lodging is not required. A DISTANT LOCATION is outside the Core Zone and requires lodging for Kaye Lites employees. The Customer is required to allow for certain amenities to the crew for location work; these include transportation, water, food, comfort station facilities, medical aid, telephone. Specifics can be obtained from Kaye Lites Office.

**CALLS, WORKING TIME, ETC:** Kaye Lites working time is Portal to Portal for a workday. That time begins and ends upon departing and returning to or from Kaye Lites Headquarters or provided lodging. All Time spent in traveling on a Work Day is paid as Working Time. The Standard Work Day commences between the hours of 6 am and 11:59 AM Monday through Friday and includes a minimum of 8 hours. Other minimums outlined below. Calls for cancellation of work must be received no later than noon on the previous day otherwise a minimum of 8 hours shall be paid per employee booked.

	Start Times	1st 8 Hours	Next 4 Hrs	Next 4 Hrs	Past 16 Hrs
M-F	Mid-5:59am	1.5x min 6 hrs	2x	3x	3x
	6am-11:59am	1x min 8 hrs	1.5x	2x	"
	Noon-Midnight	1.5x min 6 hrs	2x	3x	"
Sat	Mid-5:59am	2x min 4 hrs	3x	3x	"
	6am-11:59am	1.5x min 6 hrs	2x	"	"
	Noon-Midnight	2x min 4 hrs	3x	"	"
Sun	Mid-5:59am	3x min 3 hrs	3x	"	"
	6am-11:59am	2x min 4 hrs	"	"	"
	Noon-Midnight	3x min 3 hrs	"	"	"
Holiday	M-F	2x min 8 hrs	"	"	"
	Sat	3x min 6 hrs	"	"	"
	Sun	3x min 4 hrs	"	"	"

Agreed Upon Rate: \_\_\_\_\_

As per Estimate or Invoice #: \_\_\_\_\_

**HOURS, OVERTIME, HOLIDAY WORK:** The following ten days are holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. A Kaye Lites employee must work the day before and the day after a Holiday to be paid for a Holiday. All Travel Time and Overtime is computed in half-hour increments. LAYOVER DAY: \$65.00 compensation above meal allowances.

**SCALE:** When requested, a 10 hour rate is figured as 8 hours of straight time plus two hours of time-and-a-half. The next 2 hours are figured by the Kaye Lites employee's 10 hour rate divided by 10 and then multiplied by 1.5x. Work performed beyond 12 hours is paid double time and beyond 16 hours is paid triple time.

**REST PERIODS, SHORT TURN-AROUND ETC:** Rest Periods: Day to day Turnaround is ten hours. Turnaround for weekends is 54 hours on a 5-day week and 34 hours on a 6-day week. If Kaye Lites agrees to short turn-around, rate of pay continues at the rate at which the employee left. No Kaye

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Lites Employee may be required to work in excess of 18 hours. Neither Split-shift employment nor Call-Back Minimums will be allowed. Grace Period: Within the Core Zone, the beginning of the meal penalty may be delayed for up to an hour after the camera wraps for the strike/wrap time; if wrap time exceeds that hour, the grace period does not apply. When outside the Core Area, if the meal penalty BEGINS during strike/wrap and travel, the meal penalty will automatically be delayed for one hour.

SAFETY: Kaye Lites Employee(s) may refuse to accept work which he/she considers hazardous without jeopardy to their job. Additional compensation (Hazard Pay) or special situations apply to the following working conditions: Hazardous Work, Underwater Work, Wet Work, Special Clothing and Protective Gear, Aerial Platforms (CONDORS, ETC.), and Smoke on the set. Specifics can be obtained from Kaye Lites. The Key Grip is the crew's safety officer. Dangerous or hazardous situations should be reported directly to the key grip immediately.

TRAVEL AND TRANSPORTATION: Travel time rates are for travel days, where no work is performed. Such Travel Time is all paid at straight time, minimum of 8 hours. When travel TO a Distant Location is scheduled at the convenience of Kaye Lites, and does not exceed three (3) hours, then Kaye Lites shall be paid four (4) hours at Travel Time rates. The company must provide or pay for transportation during any work outside of the Core Zone. If a Kaye Lites Employee agrees to use their own vehicle during production, the company shall reimburse for all mileage, etc.

MEAL PERIODS; SPACINGS: The company shall provide or pay for all meals due. The meal period is to be one hour in length unpaid; Catered meals may be no shorter than 30 minutes, unpaid. For Meal Breaks, no longer than 60 minutes may be unpaid. If the full meal period (either a full 60 or a full 30 minutes) is not given, time spent eating is not deducted. In addition to this, any Meal Period less than 30 minutes will include a Meal Penalty. Non-Provided Meals (Meal Allowances): Breakfast \$12.50; Lunch \$15.00; Dinner \$22.50. The first meal shall commence not sooner than four hours nor later than six hours from the Start Time. The second and any subsequent meals shall be five hours from the end of preceding meal. If the first meal is provided within 5 hours, the second meal may begin no later than six hours after the end of the first meal.

MEAL PENALTIES: When meals are delayed the following penalties apply---

Penalty during first hour	Penalty during second hour	Penalty during third hour	Penalty during fourth hour
\$4.00 per quarter hour	\$5.00 per quarter hour	\$6.00 per quarter hour	\$7.00 per quarter hour

For each subsequent hour increase penalty by \$2.00 per quarter hour. Employees working without company supervision shall arrange their meal periods so as not to incur any Meal Penalties. Such Employees shall be given the necessary Meals Per Diem as outlined above.

In general, Kaye Lites employees, as individuals, are not permitted to waive or change any of the above standards.

INSURANCE: No equipment will leave the premises of Kaye Lites without evidence of appropriate insurance. The Lessee shall, at his own expense, insure for the replacement value all rented equipment and supplies with an all-risk, all-loss policy. Insurance must cover loss occasioned by delays in transportation, storage or delivery. Prior to rental, Lessee shall evidence coverage by providing a certificate of insurance, naming Kaye Lites, Inc. as loss payee and additional insured, to Kaye Lites. Kaye Lites can waive insurance coverage against equipment loss or damage, subject to certain limitations. A cash deposit will be held for the deductible based on the value of equipment, or \$1000.00 whichever is smaller. The cost of such a non-refundable waiver fee is 20 percent of the rental contract or \$200.00 whichever is larger. The Lessee is advised to become familiar with the limitations of this practice.

LIABILITY: Lessee is invited to inspect all equipment before leaving our premises. Kaye Lites is not responsible for any liability, claims, costs or expenses arising from use or possession of its equipment. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all Federal, State, municipal and other laws or ordinances and regulations in any way relating to the possession or use of the Equipment. Lessee shall not in any way alter or modify the Equipment. The equipment is rented without warranty or guarantee of any kind, expressed or implied. Not being the manufacturer of its rental equipment nor manufacturer's agent, Kaye Lites makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality or capacity of our rental equipment, nor any warranty that the rental equipment will satisfy the requirements of any law, rule, specification or contract which provides for specific equipment or specific methods, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee at its sole risk and expense. The Lessee further agrees that the Lessor has not made any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability of the equipment in any respect or any other representation, warranty or covenant, expressed or implied. The Lessor shall not be liable to the Lessee for any liability, loss or damage caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith. Equipment is rented at the premises of Kaye Lites. Lessee hereby assumes full responsibility for selecting the mode of delivery of the equipment from Lessor's premises to the Lessee, safekeeping the equipment and keeping the equipment in a state of good condition and repair, free from damage of any kind whatsoever and the safe return of the equipment to the Lessor no later than the Return Date. Lessee shall bear all expenses in connection with transportation including any reasonable charge imposed by the Lessor for cleaning the equipment and any late charges. Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises of all items of equipment, from the time the equipment leaves Lessor's premises until it is returned. In the event of loss or damage to rental equipment as a result of any cause whatsoever, lost or stolen, whether in transit from or to the Lessors premises at 34B Holton Street, Woburn, MA 01801, or while in the actual or constructive possession of Lessee, full rental charges will be incurred for the period from the scheduled end of the rental until payment for loss, or repairs are completed, whichever occurs last. Lessee represents that it has the necessary skill and experience to operate equipment provided by Lessor. Lessee agrees to and does hereby indemnify and hold harmless Lessor from any and all claims, suits, liability, expense, damage, causes of action, or judgments, including attorney's fees, resulting from injury to or death sustained by any person or persons, including but not limited to Lessee, any subleases of Lessee, subcontractors and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death, or damage arises out of or is in any way connected with the use, operation or possession of the equipment by anyone during the term of the rental and until the equipment is returned to Lessor, including but not limited to the failure to repair, maintain or operate the equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the equipment, and any acts or omissions, willful misconduct or negligent conduct of the Lessor, whether active or passive.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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