

CAMERA SPEED RENTALS LLC

313 Hiawassee Dr. Woodstock, GA 30188
(925) 788 - 2949
ARamosFilm@gmail.com

EQUIPMENT RENTAL AGREEMENT

1. Indemnity. Lessee/Renter ("You") agree to defend, indemnify, and hold CAMERA SPEED RENTALS LLC harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Equipment rented/leased, including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, from the time the Equipment leaves our place of business when you rent/lease it until the Equipment is returned to us during normal business hours and we sign a written receipt for it the Equipment Liability of Lessee. You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except as follows:

- A. You shall not be responsible for damage to or loss of the Equipment caused by our sole negligence or willful misconduct;
- B. You shall not be responsible for damage or loss resulting from inherent vice, normal wear and tear, latent defect, mechanical or structural defect or breakdown due to failure on our part to perform normal, routine or scheduled maintenance.

2. Protection of Others. You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment.

3. No Sublease. You warrant that you will not sub-rent or sublease any of the Equipment without our prior written consent.

4. Equipment in Working Order. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent you have disclosed to us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.

5. Property Insurance. You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting (iii) mysterious disappearance (iv) loss of use of the Equipment for loss of use. Coverage shall begin from the time you or your or agents pick the Equipment up at our place of business, or take delivery of the Equipment, whichever is applicable, and shall continue until the time the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis, shall name us as an additional insured and as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000.

6. Workers Compensation Insurance. You shall, at your own expense, maintain worker's compensation/employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

7. Liability Insurance. You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name us as an additional insured and provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under our insurance. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

8. Insurance Generally. All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to

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be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. Should you fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and you shall reimburse us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement.

9. Cancellation of Insurance. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

10. Certificate of Insurance. Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

11. Compliance With Law. Lessee hereby agrees to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment.

12. Valuation of Loss. Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair costs of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a police report. Loss of use shall be determined by the actual loss sustained by us. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment.

13. Subrogation. You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment rented/lease.

14. Prior Agreements. This agreement supersedes and replaces any other/prior Agreement(s) regarding the subject matter hereof.

15. Bailment. This agreement constitutes a Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the property.

16. Identity. We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: CAMERA SPEED RENTALS LLC. You will not remove, obscure, or deface the inscription or permit any other person to do so.

17. Expenses. You will be responsible for all expenses, including but not limited to lubricants, and all other charges in connection with the operation of the Equipment.

18. Condition of Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition, and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own expense, maintain the Equipment in good mechanical condition and running order, allowing for reasonable wear and tear. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed or as may be within the course and scope of employment by you. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us.

19. Right to Possession. You will be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided you are not in default of any provision of this Agreement or subject to any security interest we may have given or may give to any third party during the term of this Agreement. You will employ and have exclusive

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control, supervision, and responsibility over any operators or users of the Equipment, except when such operator or user of the property is us.

20. Use. You will use the Equipment in a careful and proper manner and will not permit any of the Equipment to be operated or used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Equipment. You agree to reimburse us in full for all damage to the Equipment arising from any misuse or negligent act by you, your employees, and agents. You will indemnify and hold us harmless from any liabilities, fines, forfeitures, or penalties, including our reasonable costs and attorneys fees for violations of any federal, state, or local statute, rule, or regulation.

21. Assignment of Warranty. We will assign to us all manufacturer, dealer, or supplier warranties applicable to the Equipment to enable you to obtain any warranty service available for the Equipment. We appoint you as our attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by you will be at your sole expense and will in no way render us responsible to you for the performance of any of the warranties.

22. Liability for Taxes. You will be liable for and pay on or before their due dates, all sales taxes, personal property taxes, business personal property taxes, and assessments, or other direct taxes or governmental charges imposed on the Equipment, levied against it, or assessed in connection with this Agreement, pro-rated for the portion which is as a consequence of the Agreement. The term "direct taxes" excludes our income taxes and franchise taxes, but includes all other taxes imposed by any governmental authority. You will promptly notify us and send us copies of any notices, reports, or inquiries received by you from taxing authorities concerning delinquent taxes or other assessments. You will be liable for any fees for licenses, registrations, permits, and other certificates that may be required for the lawful operation of the Equipment. All certificates of title will initially be applied for in the State of California and will be issued and maintained in our name, as owner. They will be delivered to us, and you will pay all expenses in relation to them. If any taxing authority requires that a tax, as set forth in this Agreement, be paid to the taxing authority directly by us, you will, on notice from us, pay to us the amount of the tax, at the times the next rent installment is due. You will have the right at your sole expense to contest the validity or amount of any tax referred to in this Agreement. You will pay the tax demanded by the taxing authority before initiating any legal proceedings. If taxes are reduced or cancelled, you will be entitled to the refund for any taxes previously paid by you, provided that you are not in default under any of the terms or conditions of this Agreement.

23. Accident Reports. If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or -- -delivered to you, your employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both or us.

24. Default. At our option, we may, by written notice to you declare you in default on the occurrence of any of the following:

- (a) Failure by you to make payments or perform any of its obligations under this Agreement;
- (b) Institution by or against you of any proceedings in bankruptcy or insolvency, or your reorganization under any law, or the appointment of a receiver or trustee for your goods and chattels or any assignment by you for the benefit of creditors;
- (c) Expiration or cancellation of any insurance policy to be paid for by you as provided for under the terms of this Agreement; or
- (d) Involuntary transfer of your interest in this Agreement by operation of law. After your default, and on notice from us that you are in default, we will have the following options:
 - (a) terminate the Agreement and your rights under the Agreement;
 - (b) To declare the balance of all unpaid rent and all other charges of any kind required of you under the Agreement to be payable immediately, in which event we will be entitled to the balance due together with interest at the rate of ten percent per annum, from the date of notification of default to the date of payment;
 - (c) To repossess the property without legal process free of all of your rights to the property. You authorize us or our agent to enter on any premises where the property is located and repossess and remove it. You specifically waive any right of action

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we might otherwise have arising out of the entry and repossession, and release us of any claim for trespass or damage caused by reason of the entry, repossession, or removal. After default, you will reimburse us for all reasonable expenses of repossession and enforcement of our rights and remedies, together with interest at the rate of ten percent per annum from the date of payment. Notwithstanding any other provisions of this Agreement, if we place all or any part of our claim against you in the hands of an attorney for collection, the prevailing party will pay, in addition to other sums that may be awarded, the other party's reasonable attorneys fees and costs. Our remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

25. Return. Upon the expiration date of this Agreement with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you, allowing for ordinary wear and tear.

26. No Encumbrance. You will not pledge, encumber, create a security interest in, or permit an lien to become effective on any of the Equipment. If any of these events takes place, you will be deemed to be in default at our option. You will promptly notify us of any liens or other encumbrances of which you have knowledge. You will promptly pay or satisfy any obligation from which any lien or encumbrance arises, and will otherwise keep the property and all title and interest free of any liens and encumbrances. You will deliver to us appropriate satisfactions, waivers, and evidence of payment.

27. Notices. Except as otherwise expressly provided by law, any notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed duly served or given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to your address listed on the first page or to us at 313 Hiawassee dr. Woodstock, GA 30188. Either party may change its address for the purpose of this provision by giving written notice of the change to the other party in the manner provided in this provision.

28. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the monthly rental, security deposit, and stipulated loss value of the additional Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

29. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

30. Applicable Law. This Agreement will be deemed to be executed and delivered in Los Angeles, California and governed by the laws of the State of California

31. Arbitration. Any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Los Angeles, California The arbitration will be conducted by a single arbitrator under jurisdiction of and the then-current rules of the American Arbitration Association. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted

32. Sever-ability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

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33. Expendables. Broken Open items will be charged at current list price to you, the Lessee, in addition to the agreed to rental costs. Expendables are defined as items, which once broken open and/or used, can not be used or resold to other parties as "New". No replacing used expendables.
34. Past Due Accounts. All accounts past due over 30 days shall be assessed a 1.5% interest fee per month with a maximum of 18% annum.
35. Sub-rented Equipment. CAMERA SPEED RENTALS LLC and any employee thereof are not responsible for the condition, function or malfunction of said sub-rented equipment. Any dispute is between the lessee and vendor from which the equipment originally came. CAMERA SPEED RENTALS LLC shall not be obligated for the replacement of, discount of, or any financial reimbursement for sub-rented equipment or loss of time.
36. Proper Manpower. All jobs are required to have at least 1 referred operator on set every day of production to ensure professional procedure. This employee is the responsibility of the lessee in terms of liability, compensation, etc.
37. Safety Deposits. A deposit check, or credit card authorization, in the amount of \$0.00 will be required prior to production commencing. By signing, you authorize CAMERA SPEED RENTALS LLC to charge your credit card and/or deduct from your safety deposit for Expendables, Loss, Damage, Rentals, and overtime. Your safety deposit and/or credit card authorization will be released within 7 days of production wrapping or after funds have cleared to satisfy all closeout expenses.
38. **A payment will be required prior to production commencing. By signing, you authorize CAMERA SPEED RENTALS LLC to cash the check, or process the payment which will deduct from your payment for the equipment rental.**

[Signature Page Follows]

**I AGREE TO THE ABOVE TERMS AND
CONDITIONS LISTED ABOVE.**

CAMERA SPEED RENTALS LLC Counter Sign

X _____

**RENTER SIGNATURE (RENTER OR
AUTHORIZED AGENT) – DATE**

X _____

X _____

RENTER PRINT NAME

X _____

PRINT NAME