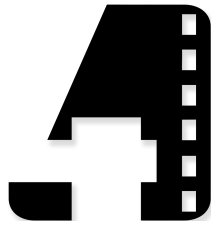


**4Reel Productions LLC**  
Rental Agent:  
e-mail: [info@4Reel.net](mailto:info@4Reel.net)  
phone: 747-248-4575



Date:  
Est. Reference:

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## RENTAL AGREEMENT

The terms and conditions of this agreement, the attached Rental Policies & Other Policies, and all Equipment Schedules executed by you from time to time, form the contract ("Rental Contract") between you and 4Reel Productions LLC ("4Reel" or "Rental Company"). Each time you rent equipment from Rental Company, you or a person signing on your behalf will sign a completed Equipment Schedule which will list all equipment rented (the "Equipment"), the return date, and other matters of mutual agreement, between you and Rental Company.

### PRE-PRODUCTION – TESTING

- YOU MAY TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT) at the rental facility prior to taking delivery.
- YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that the Equipment is set aside from Rental Company's general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify Rental Company of any defective or inoperable Equipment immediately upon discovering the defect. Unless you notify Rental Company of a defect or problem with the Equipment supplied at the time of testing, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

### TRANSPORTING EQUIPMENT – PICK UP & DELIVERY

- YOU PICK UP AND RETURN THE EQUIPMENT at **4Reel Productions LLC, 12547 Sherman Way Unit I, North Hollywood CA 91605 (the "Rental Facility")**. Pickup is on \_\_\_\_\_ Return is on \_\_\_\_\_ (the "Rental Term")
- IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY YOU ARE RESPONSIBLE FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At your request and expense, Rental Company may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. Rental Company is not responsible for shipping delays once the Equipment is delivered to the carrier.

### YOUR RESPONSIBILITIES WITH REGARDS TO THE EQUIPMENT

- YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use.
- YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED TO THE RENTAL COMPANY. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) the Equipment has been brought back to the Rental Facility during normal business hours and received by 4Reel Staff; and 2) a Rental Company inventory review has been completed and you have been provided with a Equipment return confirmation receipt. Rental Company will provide a missing and damaged list if needed.
- YOU ARE RESPONSIBLE FOR ALL EQUIPMENT STORED OR SUBRENTED FOR YOU BY THE RENTAL HOUSE. You are responsible for all Equipment which is picked up, stored or sub-rented by Rental Company for your ultimate use. Rental Company shall be acting as your agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by Rental Company for your benefit shall remain your responsibility.

### RESTRICTIONS UPON THE USE OF THE EQUIPMENT

- U.S. DOMESTIC USE ONLY, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING.
- USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.
- YOU MAY NOT SUBRENT or permit use by anyone other than your qualified technician, of all or any part of the Equipment without written approval of Rental Company.
- YOU MAY NOT REMOVE OR PERMANENTLY COVER OVER ANY serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by Rental Company. If any of the above mentioned are covered, you will be billed a cleaning fee equal to no less than 5% of your total rental.

### NO WARRANTY OR GUARANTY

RENTAL COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED ITS QUALITY, CONDITION, SAFETY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR THE ACCURACY OF ITS DESCRIPTION OR OTHERWISE. ALL EQUIPMENT IS PROVIDED AS-IS. RENTAL COMPANY SHALL BE IN NO WAY RESPONSIBLE FOR YOUR USE OF THE EQUIPMENT AND ANY ASSOCIATED OUTCOMES. YOU HEREBY WAIVE ALL



REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF RENTAL COMPANY WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES).

#### **EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD**

- Return of the Equipment to Rental Company shall be subject to Rental Company's subsequent inspection for damaged or missing items. Rental Company will inform you within 5 business days if Rental Company's inspection reveals missing or damaged items.
- IF YOU DISCOVER THAT EQUIPMENT IS NOT PROPERLY OPERATING, you must immediately notify Rental Company of the problem and if necessary, return the Equipment to Rental Company, freight pre-paid (or as otherwise coordinated and agreed with Rental Company), for evaluation. Rental Company will make a determination of the source of problem for any missing or damaged Equipment in its sole and reasonable discretion. If Rental Company determines that the problem was not caused by you, Rental Company will make a reasonable effort to promptly repair or replace the Equipment. Rental Company shall be transparent in the process of determining the cause of the problem. In determining whether Equipment should be replaced or repaired, Rental Company's reasonable determination shall be final and binding upon you.
- LOSS AND DAMAGES. Upon return of damaged Equipment, Rental Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be replaced or repaired, Rental Company's determination shall be final and binding upon you. Should Rental Company determine that the Equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax and setup charges. If repaired, you shall be responsible for all repair costs.
- LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax and set up charges.
- AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, YOU MUST NOTIFY RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to Rental Company and file a report with the local authorities.

#### **TRACKING EQUIPMENT DISCLAIMER**

- You acknowledge and agree that to prevent loss or theft, some of Rental Company's equipment may have AirTags, or other tracking devices that monitor the usage and location of such equipment, and you agree not to tamper with, remove, or disable such tracking equipment, and you consent to Rental Company's use of such tracking systems at all times. You acknowledge and agree that you are responsible for any damage caused to such tracking equipment caused by you.

#### **RENTAL CHARGES AND LATE CHARGES**

- RENTAL CHARGES AND PAYMENTS. You agree to pay Rental Company rent determined by the daily rates for each and every day until all Equipment is returned to Rental Company's Rental Facility, as set forth below. All unpaid charges for rental and missing and damaged Equipment may be deducted from any deposit made by you or charged immediately to your credit card. Rental charges are subject to change without notice.
- YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in this Rental Contract or be subject to additional charges. See the attached "Business Policies" for details, which is incorporated into this Agreement by reference.
- IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, or if Equipment is lost or stolen, destroyed or otherwise disappears or is not returned, you may be charged for lost rentals. The extended rental period shall apply only to the damaged, non-working or missing item(s), of Equipment, unless the item(s) forms a part of other Equipment. There may be delays in repair or replacement attributable to causes beyond Rental Company's control. If requested you shall advance the money in order to allow Rental Company to repair or replace the Equipment, or permit the costs thereof to be items to be deducted from any deposit made by you or charged immediately to your credit card.
- WEEKENDS AND HOLIDAYS. When on a daily schedule, you will be charged the daily rental rate for weekend days and holidays while the Equipment is in your possession.

#### **TITLE AND OWNERSHIP**

You specifically acknowledge Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment in any manner.

#### **RIGHT OF ENTRY AND INSPECTION**

Rental Company shall have the right to inspect the Equipment at any time during the Rental Term. You shall make any and all arrangements necessary to permit a qualified employee of Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

#### **LIMITATIONS ON LIABILITY**

RENTAL COMPANY'S LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF FEES PAID TO RENTAL COMPANY BY YOU UNDER THIS RENTAL CONTRACT. RENTAL COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR DAMAGES SUCH AS LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

#### **INDEMNIFYING THE RENTAL COMPANY**



You agree to indemnify Rental Company and to hold Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising out of or related to (i) your breach of this Rental Contract, (ii) your negligence or willful misconduct, and (iii) your rental, use, transportation, or operation of the Equipment, including any damages caused by third parties in connection with the Equipment rental during the Rental Term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

#### **MISCELLANEOUS ASPECTS OF THE RENTAL CONTRACT**

- THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA, and shall be deemed to have been made in, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of California. You irrevocably agree to the exclusive jurisdiction of the courts of California, in Los Angeles County and/or the United States District Court for Southern California in any and all disputes, actions, or proceedings between you and Rental Company, whether arising hereunder or under any other agreement or undertaking; and you irrevocably agree to service of process by certified mail, return receipt requested, in any action brought hereunder. Nothing herein contained shall in any manner prevent or preclude Rental Company from bringing any one or more actions against you in any jurisdiction in the United States or elsewhere.
- WHEN THE CUSTOMER IS AN ENTITY, SUCH AS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP. The person(s) executing the Rental Agreement and each Schedule on behalf of such entity warrants that he/she has full authority of such entity to sign the Rental Contract and obligate the entity.
- DEFAULT AND BREACH OF TERMS. If you default on any of the terms, covenants and conditions of the Agreement, or fail to punctually make any of payments here under, or any execution or other writ or process shall be issued in any action or proceeding against you whereby the Equipment might become or appear to become in danger of being seized, taken or distrained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against you or your property, or if you shall enter into any arrangement or composition with your creditors, or in the event that any judgment is obtained against you, or if for any other reason Rental Company deems itself insecure, or the Equipment in jeopardy, then and in that event, Rental Company shall have the option of declaring the Rental Contract terminated and Rental Company may, without notice or demand, by process of law or otherwise, take possession of the Equipment and, for such purpose, may remove the Equipment, with or without force, and with or without notice of intention to retake the same, without being liable to you or any third party in any suit or action and you shall hold Rental Company harmless and indemnify Rental Company against any such claims or alleged liability to third parties. Nothing contained herein shall be construed to bar or prevent Rental Company, in the event of monies being due for rental, repair, replacement, or other costs, from suing and receiving the monies due it, and from repossession of the Equipment, the costs and expenses of which inclusive legal fees, shall be borne by you. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by you.
- RENTAL COMPANY'S OPTION TO TERMINATE. You hereby grant Rental Company the option to terminate Rental Contract on 24-hour notice, either by mail, personal notice, telephone, or facsimile. Upon the exercise of such option, you shall forthwith return to Rental Company's Rental Facility, at your risk and expense, all Equipment in the same condition as when first delivered to you.
- WAIVER. The acceptance and return of the Equipment shall not constitute a waiver by Rental Company of any claims that it may have against you, nor a waiver of claims for latent of patent damage to Equipment. The Rental Contract may not be amended or modified except in writing, signed by both parties.
- TIME IS OF THE ESSENCE IN THIS RENTAL CONTRACT.
- ENTIRE AGREEMENT. The signed Rental Contract, including all referenced outside documents, constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties. If any provision of this Rental Contract shall be held invalid or unenforceable for any reason, such provision shall be modified in scope only to the extent necessary to render the provision reasonable and enforceable; the remaining provisions shall in no way be affected and shall continue to be valid and enforceable.

## **Rental Policies**

The following rental policies (the "Rental Policies") apply to all Client rentals from 4Reel Productions LLC, a California limited liability company (hereinafter "4Reel").

- Any 4Reel vehicles (a "4Reel Vehicle") are required to come with a driver from 4Reel.
- The 4Reel vehicles have a \$0.64 cost for each mile after the first 100 miles of a billing day. The address to calculate this charge from is 12547 Sherman Way, North Hollywood CA 91605.
- The fuel for our vehicles and generators is not included. If a vehicle and/or generator is returned with less fuel than dispatched with, the Client will be billed \$10.50 per gallon for every gallon missing.
- PLEASE KEEP TRACK OF WHAT TYPE OF FUEL THE EQUIPMENT TAKES. If the Client puts in the wrong fuel into any equipment supplied by 4Reel, the Client will be billed the appropriate repair fees. Client may also be billed for actual loss of business for the duration of said repairs.
- A truck driver is responsible for transportation and delivery of equipment, truck liftgate operation, basic load-in and load-out assistance



as well as the reduction of L&D during production. While they are qualified grip personnel, they will not be required to participate in the actual production, unless specified in advance by 4Reel.

- Weekly (7 straight days) equipment rentals are calculated as follows:
  - *Grip and Electric equipment is billed for 2 days per week*
  - *Camera Equipment is billed for 3 days per week*
  - *Production Equipment is billed for 3 days per week*
  - *Vehicles are billed for 5 days per week.*
- A deposit and/or rental payment are required to book any 4Reel equipment, and all equipment rentals are subject to the 4Reel Equipment Rental Agreement.
- 4Reel Vehicles are delivered to Client in clean condition. If any 4Reel vehicle is returned dirty, a \$250 cleaning fee will be applied.
- 4Reel Equipment is delivered to Client in clean condition. If the 4Reel equipment is returned dirty, a \$500 equipment cleaning fee will be applied.
- Expendables: If any 4Reel order comes with a package of expendables, Client will be billed per used item. Pre-loaded expendables items are 15% to 30% more expensive than if purchased ahead of time.
- Expendable Deposit: 4Reel can collect a \$500 expendable deposit for any items used that are considered purchase items (for example, gels, bulbs, a-da-taps, drilling in wood and so on). That deposit is refundable, and the balance of it will be used to cover expendables, L&D, miles, fuel and other expenses. Refunds are usually provided within 15 calendar days.
- If loss and damage is discovered upon return of Equipment, Client will be billed for it with on NET15 from the date it was billed. 4Reel reserves the right to inspect the gear up to 5 business days after it was returned.
- If Client requires 4Reel equipment to be submerged in liquids or sprayed with liquids and other substances, please consult 4Reel ahead of time to see if there is a way to reduce/avoid damage and cleaning fees.
- Exclusivity clause – 4Reel can provide a scalable discount for an equipment order in which 4Reel is the exclusive grip, electric, camera and production supplies vendor. The order must include items in each department. Client must request that discount prior to invoicing. If the Client is quoted with that discount, the Client CANNOT rent any camera and/or grip, electric or production office equipment from any other third party in connection with the project for which Equipment is being rented, unless with the written permission by 4Reel. If 4Reel discovers that the Client violates these terms, 4Reel will revoke the discount.

RENTAL DAYS: \_\_\_\_\_

RENTER SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE/ROLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

PRODUCTION TITLE: \_\_\_\_\_

PRODUCTION ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_