

MOVIEMACHINES, LLC
VEHICLE LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

1. Indemnity. Lessee/Renter _____ (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold Moviemachines, LLC, its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") 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 reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Vehicles rented/leased (which vehicles are referred to in this document as "Vehicles"), including, without limitation, as a result of their use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful misconduct, from the time the Vehicles leave Our place of business when You rent/lease them until the Vehicles are returned to Us.
2. Loss of or Damage to Vehicles. You are responsible for loss, damage or destruction of the Vehicles, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage, while on Your premises, and while being used by You in any manner whatsoever, except that You are not responsible for damage to or loss of the Vehicles caused by Our sole negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Vehicles during the time they are being repaired or replaced, as applicable.
3. Protection of Others. You will take reasonable precautions in regard to the use of the Vehicles to protect all persons and property from injury or damage. The Vehicles shall be used only by Your employees or agents qualified to use the Vehicles.
4. Vehicles in Working Order. We have tested the Vehicles 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 Vehicles, they are fit for their intended purpose. Other than what is set forth herein, You acknowledge that the Vehicles are rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement.
5. 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. 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. A certificate of insurance naming Us as an additional insured will be provided to Us on Our request.
6. Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution, if caused by accident, caused by any Vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall 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. A certificate of insurance naming Us as loss payee and as an additional insured will be provided to Us on Our request.
7. Insurance Generally. Before obtaining possession of the Vehicles 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. 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 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 Vehicles shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.
8. Cancellation of Insurance. You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions.
9. Drivers. Any and all drivers who drive the Vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. You must supply and employ any driver who drives Our Vehicles and that driver shall be deemed to be Your employee for all purposes and shall be covered as an additional insured on all of Your applicable liability insurance policies.
10. Compliance With Law and Regulations. You agree to comply with the laws of all states in which the Vehicles are transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Vehicles. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Vehicles including, without limitation, the full replacement value of the Vehicles in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.
11. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Vehicles (if the Vehicles can be restored, by repair, to their 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 calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or

cost of repair of the lost, stolen or damaged Vehicles. We will, in no event, be liable for any consequential, special or incidental damages.

12. Bailment. This agreement constitutes an Agreement or bailment of the Vehicles 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 Vehicles, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner (or the authorized agent for the owner) of the Vehicles.

13. Condition of Vehicles. You assume all obligation and liability with respect to the possession of the Vehicles, and for their use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Vehicles in good mechanical condition and running order. The rent on any of the Vehicles will not be prorated or abated while the Vehicles are 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 Vehicles, except as otherwise specially agreed by Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Vehicles will become part of the Vehicles and will be owned by Us.

14. Expenses. You will be responsible for all expenses and charges in connection with the operation of the Vehicles.

15. Accident Reports. If any of the Vehicles are 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 by 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 Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both You and Us. Upon the expiration date of this Agreement with respect to any or all Vehicles, You will return the Vehicles to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You.

16. Default - If You fail to pay any portion or installment of the total fees payable hereunder or You otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of Our right to cease such performance at any time so long as such Default has not been cured.

17. 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. Additional Vehicles may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional vehicle will be added in an amendment describing the vehicle, the monthly rental, security deposit, and stipulated loss value of the additional Vehicles. All amendments must be in writing and signed by both parties. 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. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

18. 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.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

(LESSEE)
By: _____
PLEASE PRINT YOUR NAME

LESSEE SIGNATURE

DATE: _____

MOVIEMACHINES, LLC (LESSOR)
By: _____

LESSOR SIGNATURE

DATE: _____