

RENTAL CONTRACT SHAWN ANDERSON 2017  
TERMS & CONDITIONS

These terms and conditions form part of the rental contract (the "rental contract") between you, Apogee Media Network and SHAWN ANDERSON (WE, US or OUR), and apply to all the equipment and/or vehicles (the "equipment") rented by you.

By mutual agreement between you and SHAWN ANDERSON exceptions to these terms and conditions may be written into a specific rental contract. This Contract covers the Time period and equipment listed on attached bid, scope of work or written agreement as defined by conditions of hire.

**INDEMNITY.** Lessee/Renter (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold SHAWN ANDERSON his 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 and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document

as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, including the active or passive negligence of Us, except as the result of Our sole negligence or willful misconduct, from the time the Equipment leaves Our place of business when You rent/lease it until the Equipment is returned to Us.

**LOSS OR DAMAGE.** You are responsible for loss, damage or destruction of the Equipment and 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 or your employees or contractor in any manner whatsoever, including damage or destruction of the Equipment caused by the active or passive negligence of Us, except that You are not responsible for damage to or loss of the Equipment 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 Equipment during the time it is being repaired or replaced, as applicable.

**PRE- PRODUCTION - TESTING THE EQUIPMENT** ("equipment" includes all types of rental production equipment and/or vehicles) 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 specifically agreed upon in writing by the parties at the inception of this Agreement. You will always have an opportunity to test and examine the equipment at your cost to determine that the equipment is in good working order. 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 SHAWN ANDERSON'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 US of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify SHAWN ANDERSON of a defect or problem with the equipment supplied, you agree that the equipment is in good working order and that the equipment is acceptable to you.

**TRANSPORTING EQUIPMENT - PICK UP AND DELIVERY**

Driver of truck and equipment will be billed at portal to portal from home base on a 12 hour day basis, if directed or employed by Shawn Anderson. You are responsible for all costs and legalities (transportation charges, taxes, duties, broker's fees, bonds, insurance, fines, fees, tickets, court costs, ticket fees, parking fees, weight compliance drivers log compliance, any other drivers compliance with all State and local laws, and any other costs) incurred during transit. SHAWN ANDERSON is not responsible for shipping delays once the equipment is delivered to your carrier

if applicable. SHAWN ANDERSON will not accept collect shipments from you.

**YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT** 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 qualified and properly skilled employees or agents qualified to use 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, or storage on the rental facility's premises. Your responsibility ends when the equipment is returned and the rental term has expired. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the rental contract has expired. You are responsible for all equipment being stored for you by SHAWN ANDERSON. You are responsible for all equipment (including but not limited to sub rentals, camera (s), props, sets & wardrobe) which is picked up or stored by SHAWN ANDERSON for your ultimate use. SHAWN ANDERSON 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 SHAWN ANDERSON for your benefit shall remain your responsibility until we have closed your contract. Shawn Anderson and or his representatives will be provided full access to all equipment and or vehicles at any time for the entire duration of the rental.

**PROPERTY INSURANCE.** You shall, at Your own expense, maintain at all times during the term of this agreement, proper commercial 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) theft from unattended vehicles (v) loss of use of the Equipment, from the time the Equipment is picked up by You or a shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us 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. The Property Insurance shall be primary coverage over Our insurance. A copy of the Property Risk insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

**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 of all vehicles and modifications and add ones contained therein. 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 copy of the Liability Insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

**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 copy of the Liability Insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

**WORKERS COMPENSATION INSURANCE.** You shall, at Your own expense, maintain worker's compensation insurance during the course of the Equipment rental as required by applicable law and employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

**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 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.

**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.

**CERTIFICATES 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.

**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. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You must supply and/or employ any driver who drives Our Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies. Driver of vehicles and equipment will be billed at portal to portal from home base. Mileage and fuel will be billed at portal to portal from home base.

**OPERATORS.** Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and/or employ any Operator who operates the Equipment (even if the Operator is the owner of the Equipment or owner of a company that owns the Equipment) and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

#### **RESTRICTIONS UPON THE USE OF THE EQUIPMENT**

Local use only, unless otherwise agreed. Geographic restrictions can be removed from Shawn Anderson by mutual agreement between you and SHAWN ANDERSON. 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. No sublease by you is permitted. You may not sublease all or any part of the equipment without written consent of SHAWN ANDERSON. Do not remove serial numbers or cover company logos. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the equipment showing ownership by SHAWN ANDERSON.

**COMPLIANCE WITH LAW AND REGULATIONS.** You agree 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. 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 Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.

#### **NO WARRANTY OR GUARANTEE**

Except as provided by the law, equipment is rented to you without warranty or guarantee of any kind, expressed or implied, and SHAWN ANDERSON assumes no responsibility unless agreed to in writing.

#### **EQUIPMENT FAILURE WHILE IN THE FIELD**

If equipment fails while in your control and that equipment has not been proven to have failed through no action on your part including but not limited to rough treatment, improper usage, usage by improperly or non trained persons, use in inclement weather, use without proper support power supplies or procedures ect, AND if a suitable replacement is not available from us, the cost of that equipment will be reimbursed at the agreed upon daily or weekly rate as defined by the rental agreement. If any discounts have been given due to package deal or otherwise, the amount deducted will be taken from the amount given for discount over full rate first and then from actual amount paid once that is exhausted.

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

As soon as you discover that equipment in the field is defective, you should notify SHAWN ANDERSON of the problem and if necessary return the equipment to SHAWN ANDERSON, freight pre-paid, for evaluation. We will make a reasonable effort to repair or replace the equipment in the shortest amount of time. **LOSS AND DAMAGES** Upon return of damaged equipment, SHAWN ANDERSON 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, SHAWN ANDERSON's judgment shall be conclusive upon you. Should SHAWN ANDERSON determine that the equipment must be replaced, you will be responsible for the cost (including shipping) to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. 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 (including shipping) to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. As soon as you realize that equipment is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen equipment to SHAWN ANDERSON and file a report with the local authorities.

**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 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 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 Equipment. In the event of loss for which We are responsible, Our liability will be limited to the contract price and We will, in no event, be liable for any consequential, special or incidental damages. SUBROGATION. You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Equipment.

BAILMENT. This agreement constitutes an 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 Equipment.

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

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. 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 by Us in writing. 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.

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 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. 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.

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 and security deposit. 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.

#### RENTAL CHARGES AND LATE CHARGES

You must return the equipment on the date specified in the rental contract, Quote or Invoice or be subject to additional charges. The last rental day shall be the day specified in the rental contract quote or invoice or up until 10:00am of the next business day unless otherwise agreed upon in writing. A full additional day's rental will be charged for any equipment not returned by 10:00am. Full daily rates shall be charged for each day equipment is not returned after the date specified for the return of the equipment. NO weekly or reduced rates will be given for late returns. If you return the equipment in damaged or nonworking condition, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-reparable equipment and return the item(s) to Shawn Andersons general inventory. The extended rental period shall

apply only to the damaged or non-working items(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond SHAWN ANDERSONS control. The acceptance of the return of the equipment by SHAWN ANDERSON is not a waiver by SHAWN ANDERSON of any claims that it may have against you. Rental charges for the damaged or non-working equipment shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the rental contract, until the items(s) is repaired and/or replaced and the invoice for damages as been paid in full to SHAWN ANDERSON. If requested you shall advance the money in order to allow SHAWN ANDERSON to repair or replace the equipment. Weekends and holidays. When on a daily schedule, you will be charged the daily rental rate for weekend days and holidays. Minimum charges. There may be minimum rental periods and/or special minimums applicable to equipment to be used other than locally.

#### PAYMENT TERMS

Payment in full is due upon check out of equipment. 100% of remainder of bill due at check in of equipment at completion of the job. Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge will be assessed, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its attorney.

#### CANCELLATION TERMS:

Once you have reserved equipment or vehicles from SHAWN ANDERSON you agree to their cancellation policy. Any cancellation of reserved equipment due to reasons beyond your control up to one week prior to the first date reserved will incur a 50 percent cancellation fee. Any cancellation under seventy two hours will incur a 100 percent cancellation fee. If during any time prior to one week that you have equipment reserved and you cancel your reservation and if any equipment you have reserved is requested to be reserved or used by other clients during the time you have reserved, you agree to cover the cost of the rental fees that we lost due to equipment being unavailable to other clients reservation request. Any cancellations due to reason within your control including but not limited to accepting other bids after contract is signed with SHAWN ANDERSON, will incur the full reservation charge at the sole discretion of SHAWN ANDERSON. 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.

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.

ARBITRATION. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. 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 attorney's fees and costs in addition to any other relief granted.

MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

This agreement shall be governed by the laws of the state of CALIFORNIA. The rental contract shall be deemed to have been made in LOS ANGELES COUNTY, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the state of CALIFORNIA. When the customer is a corporation. The person executing the rental contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the rental contract and obligate the corporation.

SEVERABILITY. 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. Facsimile/Scanned Signature. 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.

DEFAULT AND BREACH OF TERMS

In the event that any of the payments hereunder become in default, or if you fail to perform any other provision of the rental contract, then it is hereby stipulated and agreed that SHAWN ANDERSON may file legal proceedings in any superior or state court, located in LOS ANGELES COUNTY CALIFORNIA In the event that SHAWN ANDERSON is required to file any legal action to enforce any provision of the rental contract, then you agree to pay all court costs, including reasonable attorney's fees in the event that SHAWN ANDERSON is the prevailing party in such action.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

DATE: \_\_\_\_\_  
(LESSEE) PLEASE PRINT YOUR NAME LESSEE SIGNATURE

\_\_\_\_\_

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DATE: \_\_\_\_\_  
(LESSOR) PLEASE PRINT YOUR NAME LESSOR SIGNATURE  
SCOPE OF CONTRACT: