

CARPENTER CAMERA CARS

13681 FENTON AVE

SYLMAR, CA 91342

Voice (818)362-3261

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TERMS BY WITCH CARPENTER CAMERA CARS (CCC) RENTS TO CUSTOMER AND CUSTOMER RENTS FROM CCC THE EQUIPMENT DESCRIBED ON PAGE 3

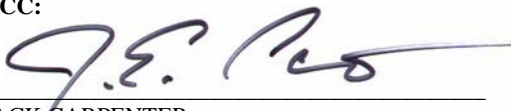
- 1. WARRANTIES:** Customer acknowledges that it has made the selection of the Equipment based upon an inspection by it and its own judgment, finds it to be in good condition, and expressly disclaims any reliance upon any statements made by CCC. **CCC MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF THE EQUIPMENT IN ANY RESPECT OR ITS FITNESS FOR ANY PARTICULAR USE, OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR COVENANT, EXCEPT AS FOLLOWS: CCC HAS ALL RIGHT TITLE AND INTEREST TO THE EQUIPMENT; IF THE EQUIPMENT BECOMES A MAINTENANCE PROBLEM FOR CUSTOMER AT NO FAULT OF CUSTOMER, IT MAY BE RETURNED TO CCC IN EXCHANGE FOR REPLACEMENT EQUIPMENT AT NO ADDITIONAL COST TO CUSTOMER.**
- 2. INVOICES AND RENTAL PAYMENTS:** CCC will periodically invoice Customer for the rental of the Equipment on each Saturday during the term of this agreement and at the end of the term of this agreement. Invoice terms shall be Net 30. All invoices not paid within thirty days of the billing date shall be subject to a late charge of 10% per month.
- 3. USE:** Customer shall use or permit the use of Equipment only for motion picture, television, film, still photography or other uses related to theatrical filming production. The Equipment shall not be driven or transported outside of the State of California without prior written consent of CCC.
- 4. MAINTENANCE AND REPAIRS:** Customer shall, at Customer's expense, make all repairs the Equipment caused by its misuse or neglect by Customer.
- 5. INSURANCE, INDEMNITY, RISK OF LOSS:**
 - A. Insurance.** Customer shall, at Customer's expense, obtain and keep in force during the term of this agreement a policy or policies of insurance issued by an insurer having a Best's rating of "A" or higher as follows:
 - (1) Comprehensive public liability insurance, insuring CCC and Customer against all liability arising out of the ownership, use or maintenance of the Equipment, in an amount of not less than \$2,000,000 automobile liability and \$2,000,000 comprehensive general liability combined single limits for bodily injury and property damage liability.
 - (2) Vehicle physical damage insurance satisfactory to CCC, including collision and comprehensive physical damage, covering the Equipment for the value shown elsewhere in this agreement, but, in any event, not less than the actual cash value of the Equipment.
 - B. Role of Insurance.** The minimum limits of insurance shall not limit the liability of Customer. The insurance policies shall be endorsed to indicate CCC as an additional insured and loss payee. The insurance afforded to CCC shall be primary as to any other insurance coverage or available to CCC and such other insurance, if any, shall not be required to contribute to any liability of CCC unless the appropriate limit of liability afforded by insurance provided by Customer is exhausted.
 - C. Insurance Policies.** No less than two business days prior to taking possession of the Equipment, Customer shall deliver to CCC Certificates of Insurance evidencing the existence and the amounts of the insurance required by ¶A, above. No such policies shall be cancelable or subject to reduction in coverage or other modification except after thirty days prior written notice to CCC. Customer, shall within thirty days prior to the expiration of such policies furnish CCC with renewals thereof.
 - D. Waiver of Subrogation.** CCC, on the one hand, and Customer on the other, each waive all rights or recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damage as insured against under any insurance policy in force at the time of each loss or damage. Customer shall, upon obtaining the policies of insurance required

hereunder, give notice to the insurance carrier or carriers that the foregoing mutual, waiver of subrogation is contained in this agreement, in the event CCC carries such insurance, it too, shall notify its insurance carrier.

E. Indemnity. Customer shall indemnify and hold CCC harmless against all third party claims arising from Customers possession, use, parking, storage, maintenance or operation of the Equipment, or from the conduct of Customer's business and from any activity, work or things done, permitted or suffered by Customer in conjunction with the possession, use parking, storage, maintenance or operation of the Equipment, and shall further indemnify and hold CCC harmless against all claims arising from and breach or default in the performance of any obligation on Customer's part to be performed under the terms of this agreement, or arising from any negligence of Customer or any of Customer's agents, contractors or employees, and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In the event any action or proceeding is brought against CCC by reason of such claim, Customer, upon notice from CCC, shall defend the same at Customer's expense by counsel reasonably satisfactory to CCC. Customer, as a material part of the consideration to CCC, hereby assumes all risks of damage to property or injury to persons, arising from possession, use, parking, storage, maintenance or operation of the Equipment. Customer waives all claims with respect thereto against CCC, except to the extent such claims arise out of the negligence or willfull misconduct of CCC, in which event CCC shall defend, indemnify and hold harmless Customer from any and all such claims. In no event shall Customer be responsible for special, indirect or consequential damages including, without limitation, loss profits incurred by CCC.

- 6. ASSIGNMENT AND SUBLEASING:** Customer shall not assign or transfer any or all of its interest in this agreement. Any purported assignment, transfer or subletting by Customer shall be void.
- 7. DEFAULT:** In the event of any default of Customer, in addition to any specific provisions in this agreement, the rights and remedies of CCC shall be governed by Division 10, Chapter 5, Article 3 of the California Uniform Commercial Code, commencing with ¶10523, or any successor statute.
- 8. NOTICES:** All notices pursuant to this agreement or required by law shall be in writing and made to the parties by personal delivery or certified mail, return receipt requested, by delivery or mailing to the applicable addresses elsewhere in this agreement or at such other address as the parties may designate, in writing, from time to time.
- 9. CALIFORNIA LAW:** This agreement is governed by and interprets in accordance with the laws of the State of California.
- 10. LITIGATION COSTS:** In any legal action, arbitration or alternate dispute resolution proceeding based upon or concerning this agreement, the successful or prevailing party shall be entitled to recover its actual attorney fees and costs incurred in that action or proceeding, in addition to all other relief to which it is entitled, regardless of whether the proceeding is concluded by settlement, award or judgment.
- 11. ENTIRE AGREEMENT:** This agreement represents the entire understanding of the parties and supersedes all prior negotiations or agreements, whether written or oral with respect to Equipment listed on page 3. This agreement may be amended only by written agreement signed by both parties.

CCC:



JACK CARPENTER
Doing business as
Carpenter Camera Cars

CUSTOMER:

[Print Company / Customer Name Here]

[Signature]

[Date]

By:

[Print Name of Person Signing]

[Title]

VEHICLE ROSTER

<u>VIN #</u>	<u>MAKE</u>		<u>LIC #</u>	<u>VALUE</u>
<input type="radio"/> F35JRFB0558	Ford		1R63783	\$75,000
		<u>AND / OR</u>		
<input type="radio"/> F35JUY06112	Ford		1T25646	\$75,000
		<u>AND / OR</u>		
<input type="radio"/> 1GCHC39J1WF036891	Chevy		5V14117	\$150,000
		<u>AND / OR</u>		
<input type="radio"/> 337133 control # 466133	Chevy Chase Car		1HSR667	\$85,000
		<u>AND / OR</u>		
<input type="radio"/> WP1AC29P63LA90022	Porsche Turbo Race Cam		5GRP518	\$150,000
		<u>AND / OR</u>		
<input type="radio"/> 4XACL50A5YD210194	Polaris ATV camera vehicle		NA	\$15,000
		<u>AND / OR</u>		
<input type="radio"/> 2BVEPCH1X6V000182	Chase Cam – Hi Speed Quad		NA	\$35,000
		<u>AND / OR</u>		
<input type="radio"/> JH3TE1607KK002009	Honda Pilot ATV		NA	\$15,000
		<u>AND / OR</u>		
<input type="radio"/> 4JGAB74EX1A258496	Mercedes Benz ML55		5MAB643	\$85,000
		<u>AND / OR</u>		
<input type="radio"/> 4JGAB74E81A222810	Mercedes Benz ML55		4XAR487	\$85,000
		<u>AND / OR</u>		
<input type="radio"/> 1F9BE25386R270156	Russian Arm Trailer		4GP8223	\$30,000

Please sign and fax back to 818/367-3241 ASAP along with an insurance certificate naming us as additional insured and loss payee.

PLEASE DO NOT FAX OUR VOICE LINE!!!
(Boy we get that a lot!)

Please note that we are NOT authorized by our insurance carrier to make any changes to our lease agreement.

If you wish to make any changes to this document you will have to contact our insurance agent Jeff at Yungflesch Insurance at (800) 800-5880.

Thanks,

Jack Carpenter