

## BOOKING AGREEMENT

RENTAL AGREEMENT: Grip Truck and/or Additional Equipment Rental

This is a binding agreement between Workhorse Productions, Inc. and below signed individual representing named production company (Renter). Agreement is binding upon both. By signing, Renter understands, and agrees to abide by, the conditions and terms described herein:

### INSURANCE REQUIREMENTS

The lessee agrees to pay rental price for the equipment rented. Should said equipment, or any part thereof, be lost, damaged, or destroyed, by fire, casualty of any kind, act of god or other act or accident, lessee agrees to pay the full value of the equipment so lost, damaged, destroyed, or detained, as well as all accrued rental therefore, according to the full replacement value or, in the event of damage, the lessee agrees to pay the accrued rental plus the cost if necessary repairs. Rent shall be due whether or not such loss has occurred. Obligation to pay rent shall only cease at point of payment for all losses suffered by lessor. 2. Lessee, at its own expense, agrees to furnish Lessor with CERTIFICATE OF INSURANCE prior to release of equipment, with coverage as follows:

### MISC. EQUIPMENT COVERAGE

Minimum shall vary according to the value of the total equipment rented, and shall not be less than the full replacement value of all equipment rented. Coverage to include all listed equipment for "ALL RISK" perils, and contain a LOSS PAYABLE clause endorsement stated as follows: Effective (date), it is understood and agreed that the certificate holder is recognized as LOSS PAYEE as respects (value amount) misc. rented equipment and that said policy is primary and not in excess of, or contributory to, any other insurance provided for the benefit of, or by, the certificate holder. GENERAL LIABILITY COVERAGE: Minimum of \$1,000,000 combined single limits, bodily injury and property damage, is to be maintained for the term of this rental. Workhorse Productions, Inc. & sub-contractors are to be named as ADDITIONAL INSURED, as respects the rental of this equipment during term of this rental agreement. Show evidence of Worker's Compensation coverage.

### VEHICLE COVERAGE

Lessee agrees to provide AUTO, BODILY INJURY, and PROPERTY damage with no less than \$1,000,000.00 combined single limits. Lessor will be named as additional insured and loss payee. Lessor shall be afforded primary liability coverage and this primary liability coverage shall not be contributory with any other insurance carried by Lessor. Premiums for this liability insurance shall be paid for by Lessee .Lessee agrees to provide PHYSICAL DAMAGE (COMPRHENSIVE AND COLLISION) coverage on a blanket basis to any vehicles that Workhorse Productions, Inc. may provide to Lessee with a limit of not less than \$125,000. This insurance shall remain in full force and effect until this lease has expired and said equipment has been returned to Lessor. The interests of the Lessor as parties insured by such insurance policy shall not be invalidated or otherwise adversely affected by any act or omission, negligent or otherwise of Lessee or Lessee's agents, employees, successors or assigns. No material change reducing the coverage afforded or cancellation of this policy shall be effective as to Lessor without thirty days prior written notice to Workhorse Productions, Inc. WE DO NOT ACCEPT RESPONSIBILITY FOR UNSAFE OR UNQUALIFIED DRIVERS HIRED BY LESSEE. THE LESSEE ACCEPTS COMPLETE RESPONSIBILITY FOR VERIFICATION OF THE GOOD DRIVING RECORDS OF THE DRIVERS THEY HIRE AND THEIR QUALIFICATIONS TO OPERATE THE VEHICLE BEING RENTED.3. Lessee agrees to and does hereby indemnify lessor and hold lessor, its agents and employees harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition, (including without limitation latent and other defects) or operation of the equipment rented, and by whosoever used or operated during the term hereof. This indemnification shall continue in full force and effect during and after term of this rental for causes arising during the term of the rental.

### TERMS

All Payments are due upon receipt of invoice unless terms have been established. Clients with delinquent accounts will be required to pay in full at job's conclusion. Workhorse may charge a late fee of 1.5% per month to invoices forty-five days or more outstanding. Workhorse may, at its discretion, request a deposit prior to job.

RESPONSIBILITY

Renter shall indemnify and hold harmless Workhorse Productions, Inc. and/or parent company, and/or subsidiaries, and/or affiliated companies from any and all liabilities, claims, damages, costs, expenses and lawsuits, arising from the rental of this equipment. Renter shall indemnify and hold harmless Workhorse Productions, Inc. and/or parent company, and/or subsidiaries, and/or affiliated companies for any injuries sustained or incurred by ANY person whether or not said person or persons is employed by Renter or Workhorse arising from the rental of this Truck or equipment. Renter assumes full responsibility for loss and/or damage to any property or equipment from whatever cause during this agreement. Agreement extends from when vehicle leaves Workhorse's premises until it returns (portal to portal). Workhorse is not responsible for articles left by Renter in and around rented vehicles. Renter shall cover loss of income equal to the base rental rate of lost/damaged vehicle and/or equipment multiplied by the number of days required to repair to replace lost/damaged item. All equipment is offered for inspection. Failure to inspect waives Renter's rights to claim vehicles or equipment were not in conformity with those requested and in good state of repair at time of delivery.

CANCELLATION POLICY

By signing the rental agreement and booking a vehicle, Renter agrees to pay the daily rate for each day booked regardless of cancellation. Whenever possible, Workhorse will rent the cancelled vehicle to another client and waive the fee for the original Renter.

INTERNET DISCLAIMER

Mobile Internet technology is improving but downtime is still common. Workhorse is committed to minimizing downtime however no discounts will be granted due to Internet problems.

All ITEMS rented are not insured by Workhorse Productions, Inc. All liability, repair and replacement costs are the responsibility of the renter.

This document sets forth the agreement in full between Workhorse Productions, Inc. and renter. This is only modifiable in writing, signed by both parties.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_