



**RENTAL AGREEMENT**

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

PRODUCTION COMPANY: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

CELL NUMBER: \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_

DRIVERS LICENSE STATE: \_\_\_\_\_

ADDTL ACCOUNT USERS: \_\_\_\_\_

AN ACTUAL PERSON, NOT JUST A CORPORATION OR ENTITY, IS REQUIRED TO BE LISTED FOR THE EQUIPMENT BEING RENTED. THIS SAME PERSON SHOULD BE THE PERSON SIGNING THE "TERMS" NECESSARY FOR THE RENTAL AND WILL BE RESPONSIBLE FOR THE EQUIPMENT ONCE PICKED UP.

**SCAN DRIVER'S LICENSE**

<b>FRONT</b>	<b>BACK</b>
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**BY SIGNING BELOW, YOU HEREBY CERTIFY THAT THE INFORMATION LISTED IS CORRECT AND TERMS OF THIS AGREEMENT ARE BINDING ON YOU AS AN INDIVIDUAL.**

CONVOY RESERVES THE RIGHT TO REFUSE BUSINESS TO ANYONE WHO CANNOT MEET THE RENTAL AGREEMENT TERMS OUTLINED ON THE FOLLOWING PAGES

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

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

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



### CC AUTHORIZATION

CONVOY DEFAULTS TO PAYMENT VIA CHECK OR CREDIT CARD, BUT DOES REQUIRE NEW CUSTOMERS TO LEAVE A CREDIT CARD ON FILE. PAYMENTS FOR RENTALS CAN BE MADE VIA CHECK PROVIDED THEY ARE PAID IN A TIMELY MANNER. CREDIT CARDS USED WILL HAVE A SERVICE FEE ADDED. THE CREDIT CARD WILL NOT BE CHARGED UNLESS ASKED OR IF YOU ARE DELINQUENT ON PAYMENT. THE CREDIT CARD INFO WILL BE RETAINED AS PART OF THE CUSTOMER'S CONFIDENTIAL ACCOUNT FILE.

RENTER AGREES THAT CONVOY WILL CHARGE THE CREDIT CARD IN THE EVENT OF THE FOLLOWING:

1. PROCESS OVERDUE PAYMENTS FOR THE RENTAL OF EQUIPMENT AND PURCHASE OF EXPENDABLES.
2. PROCESS PAYMENT FOR INSURANCE DEDUCTIBLES SHOULD ITEMS NOT BE RETURNED.
3. PROCESS PAYMENT FOR DAMAGES OR REPAIRS NEEDED AFTER RETURN AND INSPECTION.
4. PROCESS PAYMENT FOR ITEMS USED LONGER THAN THE ORIGINAL AGREEMENT.

CREDIT CARD # \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_  BUSINESS  PERSONAL

BUSINESS NAME: \_\_\_\_\_ EXP DATE: \_\_\_\_\_ CODE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### SCAN CREDIT CARD

FRONT	BACK
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BY SIGNING BELOW, I AUTHORIZE CONVOY TO CHARGE THIS CREDIT CARD FOR PAYMENT OF SECURITY DEPOSITS, PURCHASE AND RENTAL FEES, ADDITIONAL CHARGES SUCH AS REPAIRS AND EXPENDABLES, INSURANCE DEDUCTIBLES, AND PAST DUE BALANCES.

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

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

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



## RENTAL AGREEMENT FOR CONVOY AND ITS VALUED CUSTOMERS

### CONTINUING RENTAL AGREEMENT

THESE TERMS AND CONDITIONS FORM A RENTAL CONTRACT BETWEEN \_\_\_\_\_ ("LESSEE") AND CONVOY (THE "RENTAL COMPANY"), AND APPLY TO ALL THE PROPERTY AND/OR VEHICLES (THE "EQUIPMENT") RENTED BY LESSEE. THE PARTIES AGREE THAT THIS AGREEMENT SHALL APPLY TO ANY RENTAL OF EQUIPMENT BY LESSEE FROM THE RENTAL COMPANY OCCURRING ON OR AFTER THE DATE OF THIS AGREEMENT EVEN THOUGH THE SPECIFIC EQUIPMENT, DURATION OF RENTAL AND/OR PRICE FOR THE RENTAL MAY VARY AS SPECIFIED IN THE INDIVIDUAL EQUIPMENT ORDER(S), PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO APPLY TO ALL FUTURE RENTAL TRANSACTIONS BETWEEN THEM WITHOUT NECESSITY OR EITHER PARTY EXECUTING A NEW RENTAL AGREEMENT.

### TESTING THE EQUIPMENT

"EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES. LESSEE WILL ALWAYS HAVE AN OPPORTUNITY TO TEST AND EXAMINE THE EQUIPMENT TO DETERMINE THAT THE EQUIPMENT IS IN GOOD WORKING ORDER. LESSEE MAY TEST THE EQUIPMENT UPON PICKUP, ON LOCATION, OR AT ANOTHER PLACE. LESSEE IS CONSIDERED TO HAVE INSPECTED AND APPROVED ALL EQUIPMENT IF DELIVERY OF THE EQUIPMENT IS TAKEN AND THEREFORE ASSUMES ALL RISK OF LOSS FROM THE TIME THAT THE EQUIPMENT IS ACCEPTED FOR TESTING OR DELIVERY. LESSEE IS RESPONSIBLE FOR ANY DAMAGE YOU CAUSE TO EQUIPMENT, PROPERTY OR PERSON(S), DURING TESTING, AFTER COMPLETING YOUR TESTS LESSEE MUST NOTIFY THE RENTAL COMPANY OF ANY DEFECTIVE OR INOPERABLE EQUIPMENT IMMEDIATELY UPON DISCOVERING THE DEFECT. UNLESS YOU NOTIFY THE RENTAL COMPANY OF A DEFECT OR PROBLEM WITH THE EQUIPMENT SUPPLIED, LESSEE AGREES THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AND THAT THE EQUIPMENT IS ACCEPTABLE.

### TRANSPORTING EQUIPMENT PICK UP & DELIVERY

EQUIPMENT MAY BE PICKED UP FROM CONVOY DURING BUSINESS HOURS UNLESS OTHERWISE STATED. AT LESSEE'S REQUEST AND EXPENSE, THE RENTAL COMPANY MAY ARRANGE SHIPMENT OR DELIVERY OF THE EQUIPMENT TO YOUR DESIGNATED LOCATION. LESSEE IS RESPONSIBLE FOR ALL ADDED COSTS (TRANSPORTATION CHARGES, TAXES, DUTIES, BROKER'S FEES, BONDS, INSURANCE AND ANY OTHER COSTS) INCURRED DURING TRANSIT. THE RENTAL COMPANY IS NOT RESPONSIBLE FOR SHIPPING DELAYS ONCE THE EQUIPMENT IS DELIVERED TO YOUR CARRIER. THE RENTAL COMPANY WILL NOT ACCEPT COLLECT SHIPMENTS FROM YOU.

### LESSEE'S RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

LESSEE ASSUMES 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. LESSEE'S RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED. 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 RENTAL COMPANY; AND 2) AN INVENTORY HAS BEEN COMPLETED AND A MISSING AND DAMAGED LIST HAS BEEN COMPILED, IF NEEDED. LESSEE IS RESPONSIBLE FOR ALL EQUIPMENT BEING STORED FOR LESSEE BY THE RENTAL HOUSE. LESSEE IS RESPONSIBLE FOR ALL EQUIPMENT WHICH IS PICKED UP OR STORED BY THE RENTAL COMPANY FOR YOUR ULTIMATE USE, THE RENTAL COMPANY SHALL BE ACTING AS LESSEE'S AGENT IN STORING ANY SUCH PROPERTY WHICH BELONGS TO THIRD PARTIES. ALL RISKS OF PHYSICAL LOSS TO PROPERTY WHICH IS TRANSPORTED OR STORED BY THE RENTAL COMPANY FOR YOUR BENEFIT SHALL REMAIN LESSEE'S RESPONSIBILITY.

### RESTRICTIONS UPON THE USE OF THE EQUIPMENT

LOCAL USE ONLY, UNLESS OTHERWISE AGREED, GEOGRAPHIC RESTRICTIONS CAN BE REMOVED FROM THE AGREEMENT BY MUTUAL AGREEMENT BETWEEN LESSEE AND THE RENTAL COMPANY IN WRITING. THE EQUIPMENT MAY BE USED ONLY BY YOUR DULY QUALIFIED AND PROPERLY TRAINED EMPLOYEES AND/OR AGENTS AND IN STRICT ACCORDANCE WITH THE USE CONTEMPLATED IN THE AGREEMENT. LESSEE SHALL KEEP THE EQUIPMENT IN YOUR SOLE CUSTODY AND SHALL NOT PERMIT THE EQUIPMENT TO BE USED IN VIOLATION OF ANY LAWS, RULES, OR REGULATIONS. LESSEE MAY NOT SUBLEASE ALL OR ANY PART OF THE EQUIPMENT WITHOUT WRITTEN CONSENT OF THE RENTAL COMPANY, LESSEE MAY NOT REMOVE OR COVER OVER ANY SERIAL NUMBERS, TAGS, NAMEPLATES, OR IDENTIFYING LOGOS ON THE EQUIPMENT SHOWING OWNERSHIP BY THE RENTAL COMPANY.

### NO WARRANTY OR GUARANTY

EXCEPT AS PROVIDED BY THE LAW, EQUIPMENT IS RENTED TO LESSEE WITHOUT WARRANTY OR GUARANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND THE RENTAL COMPANY ASSUMES NO RESPONSIBILITY UNLESS AGREED TO IN WRITING, RENTAL COMPANY SHALL NOT BE RESPONSIBLE TO LESSEE FOR ANY CLAIMS OF ALLEGED LOSS OF PROFITS, DAMAGES, DELAYS, EXPENSES OR ANY CLAIM WHATSOEVER CLAIMED TO HAVE ARISEN OUT OF LESSEE'S USE OF EQUIPMENT. ALL EQUIPMENT IS ACCEPTED AS IS, WHERE IS, AND WITH ALL FAULTS.

### EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS NOT WORKING, YOU SHOULD NOTIFY THE RENTAL COMPANY OF THE PROBLEM AND IF NECESSARY RETURN THE EQUIPMENT TO THE RENTAL COMPANY, VIA FREIGHT, FOR EVALUATION. THE RENTAL COMPANY WILL MAKE A REASONABLE EFFORT TO REPAIR OR REPLACE THE EQUIPMENT IN THE SHORTEST AMOUNT OF TIME. UPON RETURN OF DAMAGED EQUIPMENT, THE RENTAL COMPANY WILL MAKE A DETERMINATION OF THE EXTENT OF THE DAMAGE AND THE REQUIRED REPAIRS. THE RENTAL COMPANY'S ASSESSMENT OF DAMAGE CAUSED BY PRODUCTION VERSUS WEAR AND TEAR/GENERAL MAINTENANCE WILL BE CONCLUSIVE AND FINAL AND SUPPORTED WITH ADEQUATE IMAGES AND BY INSPECTION. LESSEE AND/OR LESSEE'S REPRESENTATIVE(S) WILL HAVE A REASONABLE AMOUNT OF TIME TO INSPECT THE DAMAGE REPORT, IN DETERMINING WHETHER EQUIPMENT SHALL BE REPLACED OR REPAIRED, THE RENTAL COMPANY'S JUDGMENT SHALL BE CONCLUSIVE UPON LESSEE. SHOULD THE RENTAL COMPANY DETERMINE THAT THE EQUIPMENT MUST BE REPLACED, LESSEE WILL BE RESPONSIBLE FOR THE COST TO REPLACE THE SAME ITEM OR THE CLOSEST COMPARABLY EQUIPPED NEW MODEL, AT CURRENT RETAIL PRICES LESS ANY DISCOUNTS AVAILABLE, WITHOUT DEDUCTION FOR DEPRECIATION. LESSEE WILL ALSO BE RESPONSIBLE FOR RENTAL COSTS OF THE DAMAGED ITEM UNTIL THE REPLACEMENT ITEM IS DELIVERED, MADE READY, AND AVAILABLE TO RENT. IN THE EVENT THAT AFTER DELIVERY TO LESSEE, ANY OF THE EQUIPMENT IS LOST, STOLEN, DAMAGED BEYOND REPAIR, DESTROYED OR OTHERWISE DISAPPEARS OR IS NOT RETURNED FOR ANY REASON, LESSEE 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. 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 THE RENTAL COMPANY AND FILE A REPORT WITH THE LOCAL AUTHORITIES. ANY DAMAGES FOUND UPON RETURN OF THE RENTAL PERIOD AND UNREPORTED BY THE LESSEE WILL BE BILLED IN ACCORDANCE WITH THIS POLICY STATED ABOVE. IN THE EVENT OF DAMAGE TO ANY EQUIPMENT WHICH CAUSES THE EQUIPMENT TO BE TAKEN OUT OF SERVICE, LESSEE IS LIABLE TO RENTAL COMPANY FOR ALL DAILY CHARGES UNTIL EITHER 1) THE DAMAGED EQUIPMENT IS REPAIRED AND AVAILABLE FOR RENT BY RENTAL COMPANY OR 2) A REPLACEMENT IS AVAILABLE FOR RENT BY RENTAL COMPANY, WHICHEVER COMES FIRST.

### EXPENDABLES

USE OF EXPENDABLES SHOULD BE TRACKED AND LOGGED BY THE LESSEE. CONVOY IS ENTITLED TO BILL FOR ANY OPENED EXPENDABLE AND USED BY LESSEE, USED EXPENDABLES BECOME THE PROPERTY OF CONVOY IF RETURNED WITH THE RENTAL EXPENDABLE RATES ARE SUBJECT TO CHANGE.

### CREDIT INFORMATION AND PAYMENT TERMS

THE TERMS OF PAYMENT ARE BASED UPON CREDIT INFORMATION YOU SUPPLY AT THE TIME OF RENTAL SHOULD THERE BE ANY CHANGE IN SUCH INFORMATION LESSEE AGREES THAT THE RENTAL COMPANY MAY DEMAND IMMEDIATE PAYMENT WITHOUT PRIOR NOTICE, RENTAL AND LOSS AND DAMAGE INVOICES ARE PAYABLE UPON RECEIPT AND NOT LATER THAN NET 10 DAYS. 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 MAY BE ASSESSED, WHICH YOU ARE EXPECTED TO PAY. LATE CHARGES ARE CALCULATED AT A RATE OF 5% PER MONTH OF THE PAST DUE AMOUNT; PROVIDED HOWEVER, IF THAT RATE EXCEEDS THE MAXIMUM AMOUNT ALLOWED UNDER THE LAWS OF THE STATE OF THE RENTAL COMPANY'S APPLICABLE RENTAL OFFICE THEN THAT MAXIMUM AMOUNT SHALL INSTEAD APPLY, IF THE COMPANY PLACES THE ACCOUNT IN THE HANDS OF AN ATTORNEY OR OTHER AGENCY FOR COLLECTION, LESSEE AGREES TO PAY REASONABLE COLLECTION COSTS, ATTORNEY FEES AND COURT COSTS. LESSEE AGREES TO PAY RENTAL COMPANY DIRECTLY OR AS DIRECTED BY THE RENTAL COMPANY OR ITS AGENT. RENTAL PAYMENTS MAY NOT BE APPLIED TO THE PURCHASE PRICE OF ANY EQUIPMENT.

INITIAL: \_\_\_\_\_



## RENTAL AGREEMENT

### INSURANCE REQUIREMENTS

LESSEE MUST INSURE ALL THE EQUIPMENT. LESSEE SHALL, AT ITS EXPENSE, AND AT ALL TIMES DURING THE RENTAL, MAINTAIN INSURANCE COVERING:

- I. ALL EQUIPMENT RENTED, FROM ALL SOURCES, WITH FULL REPLACEMENT OF SUCH EQUIPMENT WITHOUT DEDUCTION FOR DEPRECIATION.
- II. VEHICLES, AT ACTUAL CASH VALUE, AND
- III. LOSS OF USE (RENTS), BY THE RENTAL COMPANY OF THE EQUIPMENT. COVERAGE SHALL BE SUFFICIENT TO COVER ANY PERIOD OF TIME THE RENTAL COMPANY HAS LOST THE USE OF THE EQUIPMENT WITHOUT LIMITATION.

### B. INSTIGATION OF COVERAGE.

COVERAGE MUST BEGIN FROM THE TIME LESSEE OR ITS AGENTS ACCEPT DELIVERY OF THE EQUIPMENT AND CONTINUE UNTIL SUCH TIME THE EQUIPMENT IS RETURNED. LESSEE SHALL PROVIDE THE RENTAL COMPANY, UPON REQUEST, EVIDENCE OF THE INSURANCE COVERAGE, TYPICALLY A CERTIFICATE OF INSURANCE SATISFACTORY TO THE RENTAL COMPANY, SHOWING LIABILITY COVERAGE, PROPERTY INSURANCE AND WORKERS COMPENSATION INSURANCE, PRIOR TO TAKING POSSESSION OF EQUIPMENT. SUCH INSURANCE MUST BE ACCEPTABLE TO THE RENTAL COMPANY. LESSEE INSURERS SHALL AGREE TO BE THE PRIMARY INSURERS OF SUCH EQUIPMENT DURING THE RENTAL PERIOD. NOTWITHSTANDING THIS PARAGRAPH, LESSEE SHALL REMAIN PRIMARILY LIABLE TO THE RENTAL COMPANY FOR FULL PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT.

### C. PROPERTY INSURANCE REQUIREMENTS.

INSURANCE SHALL NAME THE RENTAL COMPANY AS LOSS PAYEE FOR LOSS OR DAMAGE TO THE EQUIPMENT RENTED; SHALL COVER "ALL RISKS" OF LOSS OR DAMAGE FOR EQUIPMENT; VEHICLES PHYSICAL DAMAGE COVERAGE SHALL INCLUDE "COMPREHENSIVE" AND "COLLISION"; AND ALL POLICIES SHALL PROVIDE FOR A 30 DAY WRITTEN NOTICE TO THE RENTAL COMPANY BEFORE ANY POLICY IS MODIFIED OR CANCELED. LIMITS SHALL BE SUFFICIENT TO COVER ALL RENTED EQUIPMENT AT RISK.

### D. LIABILITY INSURANCE REQUIREMENTS.

YOU SHALL NAME THE RENTAL COMPANY AS AN ADDITIONAL INSURED ON YOUR LIABILITY INSURANCE AND YOUR LIABILITY INSURANCE SHALL BE DEEMED PRIMARY AND NON-CONTRIBUTORY INSURANCE IN THE EVENT OF ANY CLAIM. LIABILITY INSURANCE SHALL MEET THE FOLLOWING MINIMUMS:

- I. COMMERCIAL GENERAL LIABILITY: \$1,000,000 PER OCCURRENCE & ANNUAL AGGREGATE.
- II. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT, HIRED AND NON-OWNED VEHICLES.
- III. FOREIGN LIABILITY, IF FILMING OUTSIDE THE U.S.A. OR CANADA: \$1,000,000 PER OCCURRENCE LIMIT.
- IV. AIRCRAFT LIABILITY, IF FILMING FROM AN AIRCRAFT: \$5,000,000.
- V. NON-OWNED WATERCRAFT LIABILITY, IF WATERCRAFT INVOLVED IN FILMING: \$5,000,000.

### E. THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY LESSEE'S NON-PERFORMANCE.

LESSEE'S INSURERS SHALL AGREE THAT THE RIGHTS OF THE RENTAL COMPANY UNDER THE INSURANCE COVERAGE AS DESCRIBED ABOVE SHALL NOT BE AFFECTED BY ANY NEGLIGENT ACT OR BREACH OF CONDITION BY LESSEE, OTHER THAN NON-PAYMENTS OF INSURANCE PREMIUMS. SHOULD LESSEE FAIL TO PROCURE OR PAY THE COST OF MAINTAINING THE INSURANCE SPECIFIED IN THIS AGREEMENT, OR TO PROVIDE THE RENTAL COMPANY WITH PROPER EVIDENCE OF THE INSURANCE, UPON REQUEST, THE RENTAL COMPANY MAY, BUT SHALL NOT BE OBLIGATED TO, PROCURE THE INSURANCE AND LESSEE SHALL REIMBURSE THE RENTAL COMPANY ON DEMAND FOR ITS COST. LAPSE OR CANCELLATION OF INSURANCE SHALL BE AN IMMEDIATE AND AUTOMATIC DEFAULT OF THIS AGREEMENT.

### DAYS

UNLESS OTHERWISE STATED, ALL DAYS OF A WEEK ARE CONSIDERED BILLABLE DAYS. CONVOY BILLS PER SHOOT DAY FOR ALL VEHICLES AND GENERATORS USED. A DAY IS CONSIDERED 12 SHOOTING HOURS AND FOR ANY EQUIPMENT WITH A RUNNING CLOCK ADDITIONAL SHOOTING BEYOND 12 HOURS MAY RESULT IN ADDITIONAL DAYS BEING BILLED. CONVOY MAY OFFER DISCOUNTS TO LESSEE ON A CASE BY CASE BASIS AND THERE IS NO GUARANTEE OF DISCOUNTED WEEKS OR PRE-LIGHT RATES. SUB-RENTED EQUIPMENT IS BILLED PER SHOOT DAY. IF PRE-LIGHT DAYS ARE BILLED AT A DISCOUNT, ANY LESSEE WHO SHOOTS ON AN INVOICED "PRE-LIGHT" DAY WILL BE CHARGED FOR A FULL DAY RENTAL RATE WITHOUT REGARD FOR A DISCOUNT. LESSEE'S WHO SHOOT ON A RENTAL PICK UP DAY WITHOUT NOTIFYING CONVOY THAT DAY WILL BE A 'SHOOT DAY' WILL ALSO BE BILLED FOR A FULL RENTAL DAY WITHOUT REGARD FOR A DISCOUNT. ADDITIONAL DISCOUNTS MAY APPLY BUT ARE OF NO GUARANTEE FOR RECURRING PRODUCTIONS.

### RENTAL CHARGES AND LATE CHARGES

LESSEE MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED IN THE EQUIPMENT ORDER OR BE SUBJECT TO ADDITIONAL CHARGES. THE LAST RENTAL DAY SHALL BE THE DAY SPECIFIED IN THE EQUIPMENT ORDER OR UP UNTIL 10:00AM OF THE NEXT BUSINESS DAY. 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. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, THE LEASE PERIOD WILL BE EXTENDED BY THE SHORTEST REASONABLE TIME NECESSARY TO REPAIR SUCH DAMAGE OR REPLACE NON-REPAIRABLE EQUIPMENT AND RETURN THE ITEM(S) TO THE RENTAL COMPANY'S GENERAL INVENTORY. WHEN ON A DAILY SCHEDULE, LESSEE WILL BE CHARGED THE DAILY RENTAL RATE FOR WEEKEND DAYS AND HOLIDAYS IF THE EQUIPMENT IS USED. THERE MAY BE MINIMUM RENTAL PERIODS AND/OR SPECIAL MINIMUMS FOR EQUIPMENT TO BE USED OTHER THAN LOCALLY. AN EXTENDED RENTAL PERIOD SHALL APPLY ONLY TO THE DAMAGED OR NON-WORKING ITEM(S), UNLESS THE ITEM(S) FORMS A PART OF OTHER EQUIPMENT. THERE MAY BE DELAYS IN REPAIR OR REPLACEMENT ATTRIBUTABLE TO CAUSES BEYOND THE RENTAL COMPANY'S CONTROL. THE ACCEPTANCE OF THE RETURN OF EQUIPMENT BY THE RENTAL COMPANY IS NOT A WAIVER OF ANY CLAIMS THAT IT MAY HAVE AGAINST YOU. RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) SHALL ACCRUE AT FULL DAY RENTAL RATE FOR THE ITEM(S) IRRESPECTIVE OF ANY PACKAGE DISCOUNTS OR OTHER DISCOUNTS AGREED TO AT THE INCEPTION OF THE EQUIPMENT ORDER, UNTIL THE ITEM(S) IS REPAIRED AND/OR REPLACED AND THE INVOICE FOR DAMAGES HAS BEEN PAID IN FULL TO THE RENTAL COMPANY. NO WEEK RATES OR DISCOUNTS WILL BE GIVEN TO RENTALS ON DAMAGED GOODS WHILE WAITING FOR THE ITEM TO BE RESTORED INTO WORKING ORDER. IF REQUESTED, LESSEE SHALL ADVANCE THE MONEY IN ORDER TO ALLOW THE RENTAL COMPANY TO REPAIR OR REPLACE THE EQUIPMENT.

### CANCELLATION PENALTIES

THE RENTAL COMPANY SHALL BE ENTITLED TO COMPENSATION, NOT TO EXCEED THE LEASE PAYMENTS, FOR ANY LOSSES THE RENTAL COMPANY MAY SUSTAIN BECAUSE OF YOUR CANCELLATION OF ALL OR PART OF AN ORDER. CANCELLATION CHARGES MAY APPLY IN CONSIDERATION OF THE RENTAL COMPANY'S PREPARING, HOLDING IN RESERVE OR SUB-RENTING EQUIPMENT, FACILITIES OR VEHICLES ON YOUR BEHALF.

### CANCELLATION POLICIES:

- I. ALL SUB-RENTED ITEMS WILL BE BILLED AT THE COST INCURRED TO CONVOY. IF A SUB-RENTAL CANCELLATION POLICY INCURS A FEE FOR RESERVED OR PICKED UP ITEMS FOR A LESSEE'S ORDER, LESSEE WILL PAY EQUAL AMOUNT TO CONVOY FOR REIMBURSEMENT.
- II. RENTAL CANCELLED WITHIN 24 HOURS OF PICK UP: 50% CHARGE ON THE TOTAL INVOICE
- III. RENTAL CANCELLED AFTER EQUIPMENT IS PICKED UP AND TESTED: 100% CHARGE OF TOTAL INVOICE
- V. RENTAL CANCELLED AFTER SHIPPING: 100% OF INVOICE PLUS SHIPPING CHARGES
- VI. ALL CANCELLATION FEES ARE SUBJECT TO CONVOY'S DISCRETION IN THE EVENT OF FORCE MAJEURE OR OTHER OUTSTANDING CIRCUMSTANCES.

NO ALLOWANCES WILL BE MADE FOR CLAIMS OF UNUSED EQUIPMENT UPON RETURN.

### TOLLS

FOR ALL RENTALS INVOLVING A VEHICLE, USE OF TOLL ROADS WILL INCUR A \$10/DAY SURCHARGE AS WELL AS BILLED AS USED TOLL FEES.

**INITIAL:** \_\_\_\_\_



## RENTAL AGREEMENT

### TITLE AND OWNERSHIP

LESSEE SPECIFICALLY ACKNOWLEDGES THE RENTAL COMPANY'S SUPERIOR TITLE AND OWNERSHIP OF THE EQUIPMENT AND MUST KEEP THE EQUIPMENT FREE OF ALL LIENS, LEVIES AND ENCUMBRANCES. LESSEE MAY NOT ASSIGN OR PLEDGE THE EQUIPMENT. LESSEE SPECIFICALLY ACKNOWLEDGES THEY HAVE COMMITTED THEFT OF THE EQUIPMENT IF THEY FAIL TO RETURN THE EQUIPMENT AT THE END OF THE RENTAL PERIOD SPECIFIED IN THE EQUIPMENT ORDER WITHOUT PRIOR NOTICE TO AND PERMISSION OF THE RENTAL COMPANY.

### RIGHT OF ENTRY AND INSPECTION

THE RENTAL COMPANY SHALL HAVE THE RIGHT TO INSPECT THE EQUIPMENT AT ANY TIME DURING THE RENTAL TERM. LESSEE SHALL MAKE ANY AND ALL ARRANGEMENTS NECESSARY TO PERMIT A QUALIFIED EMPLOYEE OF THE RENTAL COMPANY ACCESS TO THE LOCATION OF THE EQUIPMENT. IF A BREACH OF ANY OF THE PROVISIONS OF THE AGREEMENT OCCURS, THE RENTAL COMPANY HAS THE RIGHT TO REMOVE ALL OF THE EQUIPMENT WITHOUT ANY LIABILITY TO YOU, AND WITHOUT PREJUDICE TO THE RENTAL COMPANY'S RIGHT TO RECEIVE RENT DUE OR ACCRUED TO, INCLUDING THE DATE OF REMOVAL OF THE EQUIPMENT.

### INDEMNIFYING THE RENTAL HOUSE

LESSEE AGREES TO INDEMNIFY, RELEASE AND DEFEND THE RENTAL COMPANY AND TO HOLD THE 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 FROM THE USE, CONDITION (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS) OR OPERATION OF THE EQUIPMENT, AND BY WHOEVER USED OR OPERATED 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 AGREEMENT

THE AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN TRAVIS COUNTY, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. WHEN THE LESSEE IS AN ENTITY THE PERSON EXECUTING THE AGREEMENT ON BEHALF OF SUCH A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP WARRANTS THAT HE/SHE HAS FULL AUTHORITY OF SUCH ENTITY TO SIGN THE AGREEMENT AND OBLIGATE THE ENTITY. THE RENTAL AGREEMENT AND EQUIPMENT ORDER CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSEE AND THE RENTAL COMPANY. ANY CHANGES MUST BE MADE IN WRITING AND AGREED TO BY BOTH PARTIES.

### DEFAULT

IN THE EVENT LESSEE SHALL FAIL TO MAKE ANY OF THE LEASE PAYMENTS WHEN DUE OR SHALL FAIL TO PERFORM ANY OTHER COVENANT OR CONDITION HEREOF TO BE PERFORMED BY LESSEE OR ANY OF THE EVENTS DESCRIBED IN THIS AGREEMENT, RENTAL COMPANY MAY, IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW, EXERCISE ANY ONE OR MORE OF THE FOLLOWING WITH OR WITHOUT DEMAND, NOTICE OR LEGAL PROCESS:

- A. RECOVER FROM LESSEE ALL SUMS DUE;
- B. REPOSSESS THE EQUIPMENT (BY ENTERING UPON LESSEE'S PREMISES IF NECESSARY) WITHOUT LIABILITY FOR TRESPASS, OR RESPONSIBILITY WITH RESPECT TO THE EQUIPMENT OR TO ANY ARTICLE LEFT IN OR ATTACHED TO SAME; AND RECOVER FROM LESSEE ALL DAMAGES SUSTAINED BY RENTAL COMPANY AS A RESULT THEREOF;
- C. RECOVER FROM LESSEE ANY AND ALL DAMAGES WHICH RENTAL COMPANY SHALL HAVE SUSTAINED BY REASON OF NON-PERFORMANCE BY THE LESSEE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT;
- D. RETAIN, FREE FROM ANY CLAIM BY LESSEE, ALL PAYMENTS OR OTHER PROPERTY THERETOFORE RECEIVED UNDER THIS AGREEMENT;
- E. RECOVER FROM LESSEE ALL EXPENSES INCURRED BY RENTAL COMPANY IN PROTECTION OF ITS RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND COSTS OF LOCATION, REPOSSESSING, REPAIRING, RECONDITIONING, AND STORING THE EQUIPMENT.

### BANKRUPTCY

NEITHER THIS AGREEMENT NOR THE EQUIPMENT IS ASSIGNABLE OR TRANSFERABLE BY OPERATION OF LAW. IF ANY PROCEEDING UNDER THE BANKRUPTCY ACT, AS AMENDED, IS COMMENCED BY OR AGAINST THE LESSEE, OR IF THE LESSEE IS ADJUDGED INSOLVENT, OR MAKES ANY ASSIGNMENT FOR THE BENEFIT OF HIS CREDITORS OR IF A WRIT OF ATTACHMENT OR EXECUTION IS LEVIED ON ANY ITEM OR ITEMS OF THE EQUIPMENT AND IS NOT RELEASED OR SATISFIED WITHIN TEN (10) DAYS THEREAFTER, OR IF A RECEIVER IS APPOINTED IN ANY PROCEEDING OR ACTION TO WHICH THE LESSEE IS A PARTY WITH AUTHORITY TO TAKE CONTROL OR POSSESSION OF ANY ITEM OR ANY ITEM OF THE EQUIPMENT, THE RENTAL COMPANY SHALL HAVE AND MAY EXERCISE ANY ONE OR MORE OF THE REMEDIES SET FORTH IN THE DEFAULT SECTION HEREOF. THIS AGREEMENT SHALL, AT THE OPTION OF THE RENTAL COMPANY, WITHOUT NOTICE, IMMEDIATELY TERMINATE AND SHALL NOT BE TREATED AS AN ASSET OF THE LESSEE AFTER THE EXERCISE OF SAID OPTION AND RENTAL COMPANY SHALL RECOVER FROM LESSEE ANY AND ALL COSTS OR DAMAGES ASSOCIATED WITH RECOVERY OF THE EQUIPMENT.

### CONFIDENTIALITY

LESSEE AGREES THAT IT SHALL NOT DISCLOSE THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT OR THE DISCUSSIONS AND NEGOTIATIONS THAT OCCURRED BETWEEN RENTAL COMPANY AND LESSEE RESPECTING THE AGREEMENT OR EQUIPMENT ORDER TO ANY THIRD PARTY, UNLESS DISCLOSURE IS REQUIRED BY LAW, AND THAT IT SHALL NOT DISPARAGE RENTAL COMPANY OR ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES OR RENTAL COMPANY'S SUCCESSORS OR ASSIGNS. RENTAL COMPANY AGREES THAT THE LESSEE DATA IS CONFIDENTIAL AND PROPRIETARY TO LESSEE.

### FOREIGN USE (OUTSIDE THE USA)

LESSEE MUST NOTIFY RENTAL COMPANY OF YOUR INTENTION TO USE THE EQUIPMENT OUTSIDE THE U.S.A. AND GAIN THEIR PERMISSION TO DO SO. TERMS AND CONDITIONS APPLY. ALL OF THE PRECEDING TERMS AND CONDITIONS APPLY TO EQUIPMENT WHICH IS RENTED FROM A U.S.A. BASED RENTAL COMPANY AND IS TRANSPORTED TO A LOCATION OUTSIDE THE U.S.A. SHIPMENT OUTSIDE THE U.S.A. THE RENTAL COMPANY WILL ONLY ALLOW SHIPMENT THROUGH AN ESTABLISHED CUSTOMS BROKER, CONTRACTED BY LESSEE. SAID U.S. CUSTOMS BROKER IS TO REGISTER THE EQUIPMENT WITH UNITED STATES CUSTOMS, USING A UNITED STATES CUSTOMS FORM 4455, PRIOR TO THE EQUIPMENT LEAVING THE U.S.A. A CERTIFIED COPY OF THE REGISTRATION FORM MUST BE RETURNED TO THE RENTAL COMPANY OR SAID CUSTOMS BROKER WILL ARRANGE A CARNET THROUGH THE UNITED STATES COUNCIL OF THE INTERNATIONAL CHAMBER OF COMMERCE, STIPULATING THAT YOU: "SHALL (1) RETURN THE SAID PRODUCTS DESCRIBED IN THE CARNET TO THE USA, OR (2) PAY SUCH CUSTOMS DUTIES, EXCISE TAXES, AND/OR CHARGES WHICH MAY BE IMPOSED BY ANY COUNTRY FOR ITS FAILURE TO RETURN SAID PRODUCTS". A CERTIFIED COPY OF THE CARNET MUST BE RETURNED TO THE RENTAL COMPANY. RENTAL HOUSE WILL PROVIDE AN ITEMIZATION OF ALL EQUIPMENT, LISTING: BRAND NAME; COUNTRY OF ORIGIN/MANUFACTURE; ITEM; SERIAL NUMBERS; AND REPLACEMENT VALUE. ALL BROKERAGE CHARGES AND SHIPPING CHARGES, FEES AND TAXES ARE TO BE BORNE BY YOU AND PREPAID PRIOR TO SHIPMENT. RETURNING SHIPMENTS SHOULD BE CONSIGNED TO THE ORIGINATING CUSTOMS BROKER FOR CLEARANCE AND RE-ENTRY INTO THE U.S. IN NO CASES IS THE EQUIPMENT TO BE SHIPPED DIRECTLY BACK TO THE RENTAL COMPANY. RETURNING SHIPMENTS SHOULD CONTAIN INSTRUCTIONS TO THE CUSTOMS BROKER REGARDING THE DISPOSITION OF THE EQUIPMENT AFTER CLEARING THE U.S. CUSTOMS (I.E. DELIVER EQUIPMENT TO THE RENTAL FACILITY, OR TO YOUR U.S.A. ADDRESS). LESSEE ACKNOWLEDGES THAT RENTAL CHARGES ACCRUE FOR TIME IN TRANSIT, INCLUDING THE TIME EQUIPMENT MAY BE IN THE HANDS OF THE DESIGNATED CUSTOMS BROKER, OR U.S. CUSTOMS SERVICE. LESSEE ACKNOWLEDGES AND AGREES THAT THE PAYMENT OF U.S. IMPORT DUTY TAXES WHICH MAY BE LEVIED FOR FOREIGN MADE GOODS IS YOUR RESPONSIBILITY, EVEN THOUGH YOU FOLLOWED THE ABOVE PROCEDURES.

INITIAL: \_\_\_\_\_

SAVE A COPY

CLEAR SIDE

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **CONVOY LLC**

Street address: **7303 Burleson Rd, Suite 101** City, State, ZIP code: **Austin, TX 78744**

Description of items to be purchased or on the attached order or invoice:


Production Equipment Rentals

Purchaser claims this exemption for the following reason:

Used solely and directly in the production of motion picture filming for television commercials. Texas Tax Code 151.31P Rule 3.300 Property used in Manufacturing

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**