



MOVIE IN A BOX
 A Division of Waterline Pictures, Inc.
 17328 Ventura Blvd., #402
 Encino, CA 91316
 (310) 963-4812, ext. 3

MOVIE IN A BOX MASTER RENTAL AGREEMENT

JOB #: (Internal use only)

CUSTOMER NAME: _____
 TITLE OF PROJECT: _____
 RENTAL DATES: PICK UP: _____ (pm) RETURN: _____ (am)
 SHOOTING DATES: _____
 RENTAL FEE: \$ _____

This Master Rental Agreement (“Agreement”) is between Movie in a Box (“Owner”) and the above named customer (“Renter”). By signing this Agreement Renter unconditionally agrees to all of the terms of this Agreement. Owner makes no warranty of any kind regarding damage of any kind and for all consequential and special damages for any claimed breach. Owner does not guarantee specific units. Renter shall pay all reasonable attorney and other fees, expenses and costs incurred by Owner in enforcing its rights under this Agreement and for any action taken by Owner to collect any amounts due Owner under this Agreement. Owner reserves the right to unilaterally terminate this agreement and recall all contracted equipment if deemed, at Owner's sole discretion, that there is a safety violation. No refund will be issued for the date (or nearest term) of violation, however, any rental fees collected for future dates will be returned. This Agreement contains the entire understanding between the parties and no terms, representations or warranties, expressed or implied, not herein set forth in writing shall bind Owner. This Agreement may not be changed or modified except by another written agreement signed by the parties to this agreement.

POSSESSION: Equipment shall be considered “Delivered” to Renter upon execution of the Delivery Notice. Renter agrees to assume full responsibility of rented Equipment as set forth in the Delivery Notice, referred to herein as “Equipment”, and return the Equipment in same condition and repair, reasonable wear and tear excepted. Owner shall be the sole judge in determining whether said condition is satisfactory. Equipment may be picked up after 3pm on the preceding day and is due back before 11am on the return date listed above. No Equipment may be held beyond the listed return date without Owner's expressed permission and consent. Renter also agrees that the Equipment shall remain in their immediate possession and shall not be subleased, loaned or permitted to be used by any other person or entity. When Renter has possession overnight, Renter is responsible for keeping all equipment and/or trucks at a secure site. Acceptance of returned Equipment by Owner does not constitute a waiver of any of the rights Owner has under this Agreement. Renter will not remove any tag or nameplate showing the ownership of Movie in a Box or any of it's affiliates.

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PAYMENT: The Rental Fee is payable in advance and is due at, or before, delivery of the contracted Equipment. Renter may pay by check, or by credit/debit card by filling out the Movie in a Box Credit Card Authorization form. Renter agrees to pay the Rental Fee and all other charges laid out in this Agreement. If a periodic rental rate is charged by Owner, rental charges are billed to the Renter for each period or portions of the period from the time the Equipment is delivered to Renter until its return. Minimum rental period is one day. If a term rental rate is charged by Owner, rental charges are billed to the Renter for one full term even if the equipment is returned before the end of the term. If the Equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the Equipment is returned. Holding Equipment without Owner's prior consent will be subject to additional fees at double the standard rate. All remaining fees are due and payable upon return, or upon the "return date" listed above. No allowance will be made for any rented Equipment or portion thereof which is claimed not to have been used.

LOSS OR DAMAGE: Renter agrees to be fully liable for any and all of the Equipment and its attachments which are lost, stolen, missing, broken or damaged from any cause whatsoever, including without limitation, acts of God, riots, fire, theft, acts of other parties and all other causes over which the Renter may, or may not, have control. At Owner's choosing, Renter, at their sole expense, shall immediately replace such equipment with a comparable kind and quality acceptable to Owner, or shall pay monetary damages sufficient for Owner to repair or replace such Equipment without allowance or consideration of depreciation. Such expense may include labor rates, shipping costs, and any other special fees required to cover Owner's loss. Renter agrees that these fees for damages may be deducted from their security deposit in accordance with the Movie in a Box Security Deposit Form. Any missing or damaged Equipment will be considered still out, and will continue to accrue rental charges, on a daily rate with no discount or price breaks applied, until replaced or repaired (capped at full replacement plus 10%).

LIABILITY: Renter assumes full risk in the use and operation of the rental equipment. Renter agrees that Owner, its officers, employees or any representative of Owner, shall not be liable for any loss or damage to Renter, nor to anyone else, of any kind and howsoever caused, whether by any equipment or vehicle, or the repair and maintenance, or equipment within any vehicle. Renter also agrees that if for any reason there is a failure of the truck to appear as promised, or if any other piece of Equipment fails, Owner's liability is limited to a maximum refund of a single day's collected rental rate for the failed item(s). On lump sum contracts, individual items will be prorated at Owner's discretion. Owner shall not be held liable for any loss of filmed sequences, and/or any costs incurred by Renter trying to achieve such filmed sequences, as the result of this rental. Movie in a Box is not responsible for other items left in our possession or transferred to us by mistake.

INSURANCE: Renter shall, at its own cost and expense, obtain and provide Owner with all required Certificates of Insurance as laid out in the Movie in a Box Insurance Requirements Form, signed by an authorized representative of the insurance company evidencing the insurance to the satisfaction of Owner. Owner shall be named as additional Insured and loss payee under all policies as Owner's interest may appear. Renter agrees to give Owner 30 day's prior written notice of any cancellation or reduction of insurance.

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TRUCKS: When there is a truck included in the rental, Renter also agrees to pay for any additional charges incurred as a result of the truck rental including, but not limited to, mileage (\$1.00 per mile driven), fuel, (accessed at market rates) parking violations, stocked expendables (as used), and all other charges as they relate to the rental of the truck.

If Renter opts to provide the driver, said driver must first be approved through Movie in a Box's Driver Qualification Program. Renter will additionally be responsible for any traffic and/or parking violations while vehicle is in their care. A labor surcharge will be added if fuel is not returned at the same level as when delivered. When Owner provides the driver, Renter shall be responsible to pay any overtime accrued for all drivers at a rate of \$75 per hour after 14hrs (portal-to-portal). These payments are to be delivered no later than 7 days after accrual. Hourly cleaning/restocking fees may be accessed for returns needing excessive cleaning (sand or mud, etc.) or if Equipment or truck is returned in excessive disorder. Renter is solely responsible for verifying that all roads leading to location are safely passable and legally permissible by the truck.

RENTER'S ACKNOWLEDGEMENT

PRODUCTION COMPANY (Renter): _____

ADDRESS: _____

Main Contact: _____

Person(s) Authorized to pick up equipment: _____

Phone Number(s): _____

Email Address: _____ Date: _____

RENTER'S SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

MOVIE IN A BOX (Owner) AUTHORIZATION

17328 VENTURA BLVD, #402, ENCINO, CA 91316 ▪ (310) 963-4812, ext. 3

Date: _____

OWNER'S AUTHORIZED AGENT: _____

PRINTED NAME OF ABOVE: _____