

GERONIMO CREEK, INC. RENTAL AGREEMENT

- 1. These terms and conditions form the entire rental contract and agreement (the "Rental agreement") between the Lessee (the "Lessee") and "Geronimo Creek, Inc.", the Lessor (the "Lessor"), and apply to all the equipment, property and/or vehicles rented by the Lessee.**
- 2. Inspection.** Lessee acknowledges right to inspection and acknowledges receipt in good condition of the equipment and/or property hereof (the "Property").
- 3. Payments.** Lessee agrees all payments will be made in cash, check, ACH or credit card, at the time of rental. Lessor retains the right to refuse credit card payments for invoices exceeding \$1500.00. If Lessor shall fail to make any payments required by Lessee's within 5 business days of the due date thereof, Lessor will incur a 3% minimum service charge for any amount past due. In addition to the foregoing service charge, Lessee shall pay interest at 18.5% annum for any amount outstanding.
- 4. Hold Harmless Clause.** Lessee agrees to defend, indemnify and hold Lessor, its parent, subsidiary and affiliated companies and its owners, officers, and employees harmless from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liabilities, including court costs and reasonable attorney fees arising out of, connected with, or resulting from the rental of any equipment, including motor vehicle, or the supplying of any person provided by Lessor: however, that Lessee shall have no obligation to indemnify and hold harmless Lessor for its sole negligence that amounts to gross negligence or for the intention or intentional misconduct of any personnel by Lessor hereunder. Lessor gives no warranty expressed or implied, as to condition, quality or any other matter of the property and will in no case be responsible for any injury, death, loss or damages of any kind arising in connection with Lessee's possession and/or use of the Property. Lessee agrees to operate the Property only in a manner for which it was intended and not to attempt to make any repairs of any nature, kind or description. In the event that Property becomes inoperative, Lessee shall notify Lessor immediately in writing, and in no less than 24 hours.
- 5. Insurance.** Lessee shall secure and maintain (a) All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses, including loss of use, to the equipment rented from Lessor hereunder, and (b) Comprehensive General Liability and Business Automotive Liability insurance both in the amount of not less than \$1,000,000. Combined Single Limit for personal injury, bodily injury and property damage. The comprehensive General Liability form shall include the coverage parts for broad form contractual liability. The Business Automotive Liability form shall include coverage for Hired and Non-Owned Automotive Liability and Physical Damage. Lessee shall provide certificate of insurance signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this agreement. Lessee shall have the insurance company providing coverage required hereunder add the interest of Lessor as Additional Insured and Loss Payee as Lessor's interest may appear in reference to any and all equipment provided by Lessor under the terms and conditions of this agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that Lessor shall receive 30 days written notice of cancellation from the insurance company providing the required coverage prior to any cancellation or reduction in the limits of liability; each such certificate issued to Lessor shall stipulate that the coverage's indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Lessor. It is agreed that Lessee's premises and insurance coverage shall commence at the time any of the Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until equipment is returned to the premises of Lessor unless Lessor shall stipulate that such equipment is to be returned to a specific location other than Lessor's premises. Lessee agrees to provide adequate evidence that Lessee has met insurance requirements as indicated herein by filing with Lessor a fully executed Certificate of Insurance prior to the delivery of any equipment and/or vehicles leased by Lessee. Lessee's insurance shall be primary and non-contributory over Lessor's insurance.
- 6. Replacement Value.** Equipment coverage shall be provided in replacement cost basis. Lessee agrees to whatever replacement value is set by Lessor. If provided on actual cash basis, and in the event of loss and/or damage, Lessee shall pay the difference between the actual cash value and replacement cost. If the property is in need of repair upon Lessee's return of same, Lessee shall pay all costs of such repair. If the Property is damaged beyond repair or lost or destroyed from any cause, Lessee shall pay Lessor the replacement cost for such Property, without any allowance for depreciation or obsolescence. Repair or replacement of said equipment will be the sole, good faith decision of the Lessor. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Lessor or full payment in settlement of loss received by Lessor.
- 7. Titles and Ownership.** Title to the Property shall at all times remain vested solely in the Lessor. Upon expiration of specified rental period, Lessee shall return the Property and equipment to Lessor in the same condition as received, reasonable wear and tear is expected.
- 8. Rental Rates, Usage Periods and Taxes.** The Specified Rental Rates do not include any charges for repair, service, expendables, transportation or fuel. These charges shall be borne by Lessee: Lessee will be billed for fuel, mileage and expendables as accrued. Mileage is \$.45/mile. Expendables will be billed at the Lessor's current published Rates. Lessee shall pay to Lessor any such taxes, citations or toll road fees imposed upon Lessor in connection with Lessee's use and/or rental of the property (excluding any income tax incurred by Lessor). Lessee agrees to return the Property by 10:00 AM on the first day immediately following the end of the stated rental period. In the event that the property is not returned at the time and date specified, additional rent shall be charged at the daily rental rates specified in the Lessor's current published Rental Rates for each day, or part thereof, that Lessee keeps the Property after the time specified.
- 9. Deposit.** Lessee agrees that any rental deposit shall be deemed a guarantee by Lessee of the full and complete performance of each and all terms, covenants, and agreements to be performed by Lessee hereunder, and in the event of any breach by Lessee, the deposit will be credited against any past due amount, loss, damage, cost or expense incurred by Lessor as a result of the breach.
- 10. Governing Law/Disputes.** This Agreement shall in all respects be subject to the laws of the state of California applicable to agreements executed and wholly performed within such State. If any dispute as to fees, costs or expenses arises, or any other matter relating to this agreement, including breach, alleged breach, or any other contractual or quasi-contractual claims, Lessee agrees to resolve such claims by binding arbitration in Los Angeles, CA, in accordance with the rules of American Arbitration Association ("AAA"). The prevailing party in any such litigation shall be entitled to reimbursement of all costs of the litigation, including but not limited to filing fees and expenses, court/arbitrator fees and expenses, and reasonable attorney fees and expenses.
- 11. If Lessee is a corporation or LLC, the person signing this agreement on behalf of said corporation or LLC hereby warrants that he/she has full authority of such corporation or LLC to sign this agreement and obligate the corporation. Said person and the corporation, company or partnership shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Lessor under the terms of this agreement.**
- 12. Lessee hereby certifies that he/she has read and fully understands and accepts all provisions of this agreement prior to executing this agreement.**
- 13. Lessee also acknowledges that a photocopy, electronic copy or fax copy of this document shall constitute the same consent as an original.**
- 14. This Agreement and any attached inventory lists or 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.**

CLIENT'S NAME

CLIENT'S SIGNATURE

DATE

PRODUCTION COMPANY

TAX ID NUMBER

ADDRESS (LINE 1)

ADDRESS (LINE 2)



GERONIMO CREEK

Phone: 818.296.9401

Fax: 818.860.0401

www.geronimocreek.com