

CINEBASE RENTAL AGREEMENT



By renting equipment from CINEBASE, LLC (referred to hereafter as 'the lessor'), you (referred to hereafter as 'the lessee') accept that the equipment is in good, functional condition at the time received. If we ship the rental equipment to you and the package is delivered damaged, opened, or otherwise in a suspicious looking manner, do not accept it and notify us immediately. If you choose to accept it, save all packaging material for inspection by the carrier's agents and notify us immediately

1. The lessee agrees to pay the rental rate for the period the merchandise is used and in transit.
2. The lessee further agrees to promptly return the merchandise at the end of the rental period in the same condition as received.
3. The lessee must pick up and drop off all rented equipment at lessor's suggested location unless otherwise noted. Equipment delivery service can be accommodated at lessor's discretion. With respect to equipment return, requests for lessor to pick up the rented items at lessee's designated location can be made, but such paid accommodation is not guaranteed (subject to lessor's availability) and will also require a service fee to cover gas and labor. (Please note that the delivery service fee may vary depending on the delivery location.)
4. The lessee also agrees to pay for any damages to, or loss of, the rented merchandise occurring during their time of possession or because of loss and or damage from improperly packing the returning equipment shipment.
5. Upon return and inspection any and all repairs necessary and/or accessories missing that were itemized will be charged at our current rates and billed to the lessee.
6. The lessee must have the entire order returned by 11am on the due date unless written approval is obtained by CINEBASE, LLC, Equipment arriving after 11am and before 5pm will be subject to an automatic ½ day charge. Equipment arriving after 5pm will be subject to an automatic one day charge. Partially returned packages will be considered to be still out and subject to aforementioned late charges schedule until the entire order is returned.
7. The lessee will also pay the lessor for any charges incurred by the lessor to recover merchandise not promptly returned when requested. The lessor retains title to the merchandise and the right to end this lease and take possession of the merchandise if it is not returned on request.
8. The lessor assumes no responsibility for damage to film materials or other liability of any kind resulting from the use or malfunction of the equipment. The lessee agrees that the lessor assumes no liability to a refund of the rental charge, repair damage charge, replacement charge and rental extensions charge under any circumstances.
9. The lessee must present a copy of both sides of their valid current State Drivers License or State Photo ID, and deposit equal to the actual value of the merchandise in the form of a credit card authorization or cash to be returned upon completion of the rental. The deposit can only be waived if the lessee has a pre-established in-house credit account equal to or greater than the value of the rental or can provide a certificate of insurance.
10. The lessee shall not remove the equipment to any foreign country without CINEBASE, LLC prior written consent. If such consent is given, lessee must obtain at its own expense all proper necessary worldwide insurance coverage in addition to the insurance requirements with CINEBASE, LLC.
11. Cancellations made less than 48 hours before rental start period is subject to a 50% charge of the total rental and

24 hour before rental is subject to a fee of up to 100% of the rental cost.

12. Cleaning Fees will be added/enforced if gear returns with tape, Velcro, or any modification made to the gear before it went out on the shoot, depending on the cleaning needs and complexity of the internal or external elements, we will charge \$250-\$1500 dollars cleaning fee. The lessor has full discretion in determining the amount of the cleaning fees.
13. All orders will require a 100% charge of the rental fee to confirm the reservation for requested gear. The total rental balance must be paid upfront prior to pickup. Credit Card on file will be charged if no other payment is provided.
14. The lessee acknowledges and agrees that the lessee will pay the extended rental period based on the listed daily rate of rented merchandise. In the event that the rented equipment is lost, stolen or cannot be recovered and returned to lessor at the end of rental period (on the rental return date), the lessee must file an insurance claim in a timely manner and cover the deductible amount, or pay out of pocket to cover the total replacement value cost of the unrecoverable item(s).
15. If the lost or stolen item(s) is recovered and returned before or in the process of insurance filing or investigation, such rental order will be considered to be an extension rental period. The additional amount of rental fees owing to lessor will be calculated by the rental start date (pick-up date) and the end of the rental period less the amount already paid. The end of rental period is also known as Drop-off Date or Return Date. (Drop-off/Return date is defined as the date that the lessor receives the rented item(s), and return time range on the date of the return for the extension rental period refers back to Term #6)
16. The lessee will also be responsible for any damage caused during the rental extension period and be liable to the RUSH evaluation fees, shipping expense, repair cost, or replacement value cost, or any cost resulting from the damage or rental (same as the standard rental period that both the lessee and lessor initially agree on), if no renter's insurance coverage is available to the lessee, or if lessee's insurance company refuses to pay the lessor under special circumstances.
17. Discounts, weekend, weekly, monthly and promotional rental rates, if any, offered by the lessor before the rental start date WILL NOT be applied to the rental extension period or continuing rental fees.
18. For lessees who wish to proceed with rental insurance deductible, it is required that said lessees pay a refundable security deposit equivalent to the value of his/her insurance deductible prior to the release of the equipment. (The specific amount of the Refundable Security Deposit is determined based on the insurance plan selected by the renter, typically ranging from \$0 to \$2500.) In the event that an unfortunate incident occurs, leading to damage or the loss of items rented, and such loss or damage is not fully covered by the lessee's insurance policy, the lessee agrees to assume full financial responsibility including, but are not limited to, the shipment expense of the damaged item for evaluation/inspection or repair, evaluation and repair fees (including RUSH inspection/RUSH evaluation/RUSH repair processing fee), replacement cost, and applicable continuing rental fees if no insurance coverage for Loss of Income category is available. The lessee acknowledges and agrees that the corresponding item loss or repair cost shall be borne by their own personal funds. To facilitate this process, the lessee's credit card on file will be charged accordingly to provide compensation for the incurred loss or repair expenses if no other payment forms are provided.
19. If there are any missing items or damage to the rented equipment discovered upon inspection, the lessee understands and agrees that the lessor is authorized to deduct a security deposit amount equivalent to the total replacement value cost of the missing or damaged rented item up to the lessee's insurance deductible specified on the policy before the rental order is automatically or manually closed out. Depending on the nature of a case and the recovery status of missing items, such charge may or may not be refundable solely at the discretion of the lessor. The prorated refund shall be disbursed subsequent to the deduction of expenses pertaining to the shipment of the damaged item, cost of repair or evaluation (including RUSH inspection/RUSH evaluation/RUSH repair processing fee), damaged items replacement cost, and applicable continuing rental fees if no insurance coverage for Loss of Income category is available. The lessee also certify that the lessee is an authorized user of the credit card on file and that (s)he will not dispute these charges with the credit card company.

20. The decision to utilize restitution, reimbursement or compensation for replacement and repair rests solely at the discretion of the lessor. The lessee possesses no entitlement to interfere with or mandate the manner in which the lessor employs said payment, whether issued by the insurance or the lessee.
21. It is important to note that once the rented equipment is returned, our team will conduct a thorough inspection to assess for any damages or missing items. Should no such issues be identified, we guarantee a full refund of the security deposit within 48 business hours or 6 business days (Excluding Holidays).
22. In the event of a breach of this agreement and the occurrence of equipment damages, loss, or delayed return, the lessor shall possess the right to seek recovery for any loss of income or continuing rental fees resulting from said breach, equipment damages, loss, or delayed return attributed to the lessee. The lessee shall bear full liability for the entire amount of lost income or continuing rental fees for the duration commencing from the originally scheduled return date until the date the equipment is actually returned subsequent to loss or repair, or until the rented asset is replaced with brand-new items at the expense of the lessee or insurance company and has been delivered to the lessor's designated location. Any associated costs, including but not limited to legal fees and expenses incurred in enforcing this provision, shall also be applicable.
23. In the event of a contractual breach or delayed return pertaining to any rented equipment that has already been reserved and scheduled for subsequent client pickups subsequent to previous return, and such delay in return results in the cancellation of bookings made by said subsequent clients, the lessor shall possess the entitlement to seek full and complete restitution for all quantifiable loss of revenue, lost profits, and directly associated expenses arising from the aforementioned breach or delay.
24. In the occurrence of damage to or loss of the rented item necessitating replacement or repair, and in the event that the lessee declines to initiate an insurance claim, delays the filing process, fails to submit an insurance claim promptly, or remains unresponsive to the lessor's communication attempts, a temporary authorization hold in the amount of \$1000 shall be imposed on the credit card associated with the lessee's account as a penalty deposit. Said hold shall be nullified or the penalty deposit will be fully refunded upon the successful recovery of the loss by the lessor or the complete collection of the requested expenses for repairs, compensation for replacement, and/or reimbursement from the insurance provider or other liable parties. A partial refund for the penalty deposit may be apportioned if the insurance provider did not issue the full settlement amount requested by the lessor.
25. In the occurrence of damage to or loss of the rented item necessitating replacement or repair, all reimbursement, compensation for damage/Loss, restitution, or any funds associated with this matter, either to be transferred from an insurance company, from Lessee, or from parties that intend to pay on behalf of Lessee, must be issued and made directly to CINEBASE's designated bank account or other payment service platform of Lessor's choice.
26. Return and Inspection Process: Once the equipment is returned, we guarantee that the same equipment will not be rented out until a thorough inspection is completed. It is explicitly acknowledged that due to the nature in the cinema equipment rental business and volume of rental orders, the Lessor or employees hired by Lessor cannot feasibly conduct an immediate professional, responsible, and thorough inspection within a matter of minutes in the presence of the Lessee during the return process, as the inspection of returned items is a meticulous and time-consuming process, often requiring hours or even days to complete. It is also not an industry norm or standard practice that the Lessor performs a detailed inspection service with Lessee's presence.
27. Lessee Waiting Option: While the Lessee may choose to wait at the return area, it is expressly stated that the Lessor cannot guarantee the immediate inspection of the Lessee's returned rental order by the end of the return date.
28. Notification of Issues: the Lessor commits to reporting any issues, missing items, or damaged equipment related to the Lessee's rental order within 48 business hours or within 6 business days (excluding holidays).
29. Lessor's Liability Disclaimer: In the event that damaged or missing items are identified upon return, the Lessee acknowledges that the Lessor or the employees assigned to conduct the evaluation/inspection of returned equipment are not responsible for such issues identified. The Lessee further agrees, attests, and acknowledges that any damages, smudges, cracks, dents, scratches, breakage, scuffs, missing items, or any issues discovered upon return can not be attributed to Lessor or employees of CineBase, LLC assigned to conduct the inspection of returned item. The Lessee expressly waives the right to contest or challenge any damage or missing items reported once the Checkout form is signed. All missing items, damages, issues, scratches, smudges, breakages, cracks, dents, etc, must be reported to Lessor by Lessee or authorized pickup person before Lessee or authorized pickup person signs the Checkout Form/Checksheet and must have issues noted on the Checkout Form under the column of

Condition Leaving at the pickup. Lessee acknowledges and agrees that any grievances, complaints, or claims asserting Lessor's fault, whether raised after the checkout form is signed, during a shoot, at, or subsequent to the return, are deemed invalid. Such claims shall not be admissible or utilized in any arbitration proceedings or legal proceedings.

30. Waiver of Dispute Rights: The Lessee further agrees not to dispute any claims or counter any cases by suggesting that the Lessor or employees working for CineBase, LLC caused damage post-return. This acknowledgment is based on the inherent constraints of inspecting all returned equipment in the Lessee's presence described above, as dictated by the unique nature of the film equipment rental business.
31. Indemnification: Renter/Lessee shall indemnify, defend, and hold harmless CineBase, LLC and all its employees, members and agents against any and all claims, actions, damages, liabilities and expenses (including reasonable attorney's fees) arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment by anyone during the rental period. This indemnification shall survive the term of this rental contract.

DAMAGE WAIVER POLICY

By renting equipment from CINEBASE, LLC (referred to hereafter as 'the lessor'), you (referred to hereafter as 'the lessee') accept that the equipment is in good, functional condition at the time received. If we ship the rental equipment to you and the package is delivered damaged, opened, or otherwise is suspicious looking, do not accept it and notify us immediately. If you choose to accept it, save all packaging material for inspection by the carriers agents and notify us immediately.

- 1) Lessee may elect, on certain items, to pay an additional sum to the lessor for a limitation of liability for damaged equipment. When purchased, the optional damage waiver limits Lessee's liability in the case of damage on covered equipment.
 - a. Damaged equipment must be returned to the lessor at the expiration of the rental period.
 - b. On equipment covered by the optional damage waiver, lessee's maximum liability of damage is the lesser of 10% of the replacement cost of the equipment or the actual cost of repair.
 - c. The damage waiver only limits liability for damage caused by the ordinary negligence of the lessee and does not cover any of the following types of damage:
 - i. Water damage;
 - ii. Internal damage;
 - iii. Damage arising from reckless or grossly negligent use of the equipment;
 - iv. Damage caused by abnormal or abusive use of the equipment;
 - d. The damage waiver does not limit the liability of the lessee in regards to:
 - i. Equipment not returned to Lessor due to theft, loss, or any other casualty;
 - ii. Lost accessories;
- 2) Lessee shall maintain Property Insurance on a replacement cost basis without deduction for depreciation, naming CINEBASE, LLC as "Loss Payee" for loss or damage. Such policy shall cover "ALL RISK" and provide for 30 days written notice to CINEBASE, LLC before any policy is modified or cancelled. Such a policy must cover theft from unattended vehicles. Such policy must give CINEBASE, LLC sole discretion whether to repair or replace the Equipment or retain the proceeds. Policy limits shall be sufficient to encompass all property risk, regardless of source, but in no event less than 1,000,000.
- 3) Lessee shall maintain Liability Insurance naming CINEBASE, LLC as an "Additional Insured". Such insurance must meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (Including non-owned and hired automobiles) 1,000,000 combined single limit; Foreign Liability, if filming outside of the United States and Canada 1,000,000 per occurrence; Aircraft liability, if filming from any aircraft, 5,000,000; Watercraft Liability, if filming from any watercraft, 5,000,000

Production Company: _____

Production Contact Name: _____

Production Contact Email: _____

Accounting Contact Name: _____

Accounting Contact Email: _____

DP Name: _____

LESSEE NAME (PRINTED): _____

LESSEE SIGNATURE: _____ **DATE:** _____