

COMMONS PRODUCTIONS RENTAL AGREEMENT

The Lessee, whose name and authorized signature appear on this agreement, hereby agrees to indemnify and hold Commons Productions, the Lessor, (hereinafter designated CP) harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the rental/lease of any equipment, including motor vehicles.

Rental Period and Cancellations

The minimum rental period is one day. Special rates are available on one week or longer rentals. CP requires 24 hours notice of all cancellations. A minimum of one-day rental shall be charged for lack of advance notice.

Payment Terms

Payment terms are net 30 days with good credit. A charge of 1.5% per month will be applied after 30 days. All accounts over 60 days will be C.O.D

Lessee Agrees:

- a) To keep and maintain rental equipment and supplies in good condition and assumes full responsibility for the value of such equipment and supplies until such rented items are returned in good order to the actual possession of CP. Rental fees shall be payable until the rented equipment and supplies are returned to the owner or until replaced in actual kind or until payment in full is made for lost or damaged rental equipment and supplies, regardless of cause of loss or damage;
- b) To operate equipment only in accordance with prescribed instructions and standards of professional usage, and to permit only qualified personnel to operate same, and only under the immediate supervision of Lessee;
- c) That Lessee shall not permit the rented equipment or facilities to be used in violation of any Federal, State or Municipal laws or regulations, and holds CP harmless in all such matters.

Damaged Equipment:

Our equipment is offered for inspection and testing at the time of rental. All equipment is rented in good condition and is to be returned in the same condition. Lessee will be responsible for any cost to repair and/or replace equipment to same condition as when delivered, normal wear and tear accepted. 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 CP or full payment in settlement of loss received by CP.

Certificate of Insurance

Lessee shall provide CP with a 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, prior to the delivery of any equipment or vehicles rented by Lessee hereunder. Lessee shall have the insurance company providing coverage required hereunder add the interest of CP as Additional Insured and Loss Payee as CP's interest may appear in reference to any and all equipment

provided by CP under the terms and conditions of this Agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that CP 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 CP shall stipulate that the coverages indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by CP. It is agreed that Lessee's insurance coverage shall commence at the time of any of CP's equipment leaves CP's premises and shall remain in full force and effect until the equipment is returned to the premises of CP unless CP shall stipulate that such equipment is to be returned to a specific location other than CP's premises.

Summary of Coverage Required

Lessee must provide **Commons Productions** with evidence of **Comprehensive General Liability Insurance** in an amount not less than:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability
and

Automobile Liability Insurance in an amount not less than:

\$500,000 Combined Single Limit
and

Include **Physical Damage Endorsement** (Comprehensive & Collision for **Non-Owned and Hired Vehicle**) on a blanket basis to any vehicles that CP may provide to Lessee
and

Lessee must provide **All Risk Insurance** on all equipment rented from CP in the amount of \$150,000 for the contents of the 1994 Mitsubishi grip truck, \$100,000 for the contents of the 2010 Isuzu grip truck, \$75,000 for the contents of the 1990 Ford Cargo grip truck, \$125,000 for the Chapman Super Pee Wee or other amount specified for equipment rentals. Specifically the insurance certificate shall:

List **Commons Productions** as **Loss Payee** as respects Misc. equipment, Physical Damage to Autos, and Comprehensive and Collision.

List **Commons Productions** as **Additionally Insured** as respects to: third Party Property Damage, Comprehensive General Liability, and Auto Liability.

Certificate shall be addressed to:

**Spencer Commons
Commons Productions
311 El Carmelo Ave.
Palo Alto, CA. 94306**

Office: 650-493-1720 Faxes can be sent to: 650-493-1461

E-mail: spencer@commonsproductions.com

I/We have read this contract and agree to all terms and conditions.

Print Name _____ with (company name) _____

Sign Name _____ Date: _____