

# BECINE

5890 BLACKWELDER STREET, CULVER CITY, CA 90232  
(323) 403-5400 – RENTALS@BECINE.COM

## EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (herein the "Agreement") is made and entered into by and between Cine Hut DBA **BECINE**, a California corporation, as Lessor, and the Lessee: \_\_\_\_\_, only, consisting of one or more pages (herein the "RENTAL AGREEMENT"). Lessor and Lessee agree to the lease terms that follow:

### 1. EQUIPMENT, RENT, TERM & DEPOSIT

**A. Equipment Rented, Rent and Term.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment listed on the Rental Order (herein the "Equipment"), upon the terms and conditions in this Agreement. Lessee shall pay to Lessor, as rent for the Equipment, the amounts shown on the Work Order, commencing on the date shown on the Rental Order immediately following the words "Rental start" (herein the "Rental Start Date") and continuing until the Equipment is returned, whether by Lessee or picked up by Lessor, to Lessor's premises from which it was picked up by, or shipped to, Lessee (herein "Lessor's premises"). Lessee agrees to return the Equipment on the date and at the time shown on the Rental Order immediately following the words "Scheduled return" (herein the "Return Date"). If the Equipment is returned after 10:00 A.M., a full day's rent will be charged for that day, and a full day's rent shall be charged for each day thereafter that the Equipment is not returned by 10:00 A.M. The period commencing with the Rental Start Date and ending on the Return Date is sometimes hereinafter referred to as the term of this Agreement.

**B. Time of Payment.** Lessor acknowledges receipt from Lessee of payment in advance of rent, if any, shown on the Rental Order. Lessee agrees to pay the balance of the rent due and all taxes, service and all other charges provided for herein, on the Return Date, or, if sooner, on the date the Equipment is returned to the premises of Lessor. However, if the Return Date is more than four weeks after the Rental Start Date, then Lessee shall pay rent for every four week period following the Rental Start Date, immediately after the end of each such four week period, until the Equipment is returned to Lessor's premises. Lessee shall pay interest on all delinquent rent and other charges herein at the highest rate permitted under California law and all reasonable costs and reasonable expenses of collection, including reasonable outside attorneys' fees.

**C. Deposit.** Lessor acknowledges receipt from Lessee of a deposit, if any, in the amount shown on the Rental Order. Lessor may use said deposit to cure the failure to pay rent and any other default of Lessee hereunder. Said deposit shall not bear interest and may be commingled with the other funds of Lessor. Any unearned portion of said deposit shall be returned to Lessee within a reasonable time after the Equipment is returned to Lessor's premises, but no later than ten (10) business days thereafter. Lessee may not direct that any portion of said deposit be used for the payment of rent or other charges due from Lessee hereunder.

### 2. OBLIGATIONS OF LESSEE REGARDING EQUIPMENT

**A. Inspection and Determination of Fitness.** Lessee agrees that it will inspect the Equipment before using it and will not use it unless Lessee finds that the Equipment is fit for Lessee's purpose and is in good condition. If requested to do so in writing by Lessee, Lessor shall replace or repair any piece of Equipment that Lessor agrees was not in good condition at the time of such inspection.

**B. Knowledge of Equipment Required.** If Lessee is not knowledgeable about any type of Equipment leased hereunder, Lessor will provide Lessee with information about the functional operation of, and specifications for, each type of Equipment leased hereunder, and if requested to do so, demonstrate such operation. It is Lessee's obligation to request such information and demonstration if it is not knowledgeable.

**C. Responsibility for Combining Equipment of Lessor with Like Equipment of Others.** Lessee acknowledges that the cameras, batteries, remote camera systems, gimbals, handheld systems, rigs, and, accessories and all pieces of equipment of Lessor are designed to work together with the equipment of Lessor. If Lessee combines any of the Equipment with equipment of others which is like the equipment of Lessor, Lessee assumes any and all risk of death, injury or damage to the extent caused by such combination or use of such other equipment, and releases Lessor from any responsibility therefor to the extent any death, injury, or damage is caused by such combination or use of such other equipment.

**D. Equipment Must Be Used by Lessee in a Safe Manner.** Lessee shall use the Equipment as it was designed to function and shall not misuse it. Lessee must use the Equipment in a safe manner, with proper support, and in safe locations and environments, and comply with all safety instructions and manuals provided by Lessor, and applicable laws, regulations, orders, ordinances, rules and safety bulletins.

E. Costs of Delivery and Return, and Cleaning Charge. Lessee is responsible for selecting the mode of delivery of the Equipment and the return of the Equipment to Lessor's premises. All costs of delivery, return and transit insurance shall be borne by Lessee, and if the Equipment is shipped by Lessor to Lessee, such shipment may be on a collect basis.

F. Risk of Loss to the Equipment. Lessee shall bear the risk of loss for the Equipment commencing with its removal from Lessor's premises and continuing until its return to and acceptance at Lessor's premises. Risk of loss includes, but is not limited to: destruction, loss, confiscation, theft, taking or damage from any cause. If damage occurs, Lessee shall return to Lessor each piece of Equipment that has been damaged and is repairable, for repair by Lessor, and Lessee shall pay to Lessor on demand the cost of such repair, or, if it is not so repairable or it is lost to Lessor because of any such event, pay to Lessor on demand the replacement value, as determined by Lessor, of each such piece of Equipment, to the extent that Lessor has not been paid such replacement value by Lessee's insurer. The rent for each such piece of Equipment shall be paid by Lessee to Lessor until, whichever occurs first, (i) it is repaired by Lessor and Lessee has paid the cost of repair thereof to Lessor, (ii) it is recovered and returned to Lessor in the condition it is required to be maintained hereunder, or (iii) payment of such replacement value is received by Lessor, even though such rental payment extends beyond the Return Date.

G. Repairs. Lessee agrees to maintain the Equipment in good condition and repair during the term hereof, and the Equipment shall be returned to Lessor in such condition, reasonable wear and tear excepted. If Lessee is unable to so maintain the Equipment and requests Lessor, Lessor will service the Equipment, at the premises of Lessee, which is serviceable there by Lessor, and Lessee shall pay the cost thereof to Lessor on demand. Lessee shall pay the costs, on return of the Equipment to Lessor's premises, of any repair of the Equipment required because it was not maintained by Lessee as required above, and rent shall continue until any such repair is completed.

H. Plaques, Safety Instructions and Ownership. Lessee shall not deface, obliterate, remove, cover or obscure the plaques or safety instructions on the Equipment which show ownership of the Equipment or safety instructions. Lessee shall do nothing to harm title or ownership of the Equipment, and Lessee shall not dismantle, reverse engineer, copy, clone, or duplicate the Equipment.

I. No Subleases or Assignment. Lessee shall not transfer or sublease the Equipment, or assign its interest in this Agreement, to anyone. Lessee agrees to retain the Equipment at all times in Lessee's exclusive possession and under its direct control and supervision. This Agreement is personal to Lessee.

### **3. RESPONSIBILITIES AND LIABILITIES OF LESSEE**

A. Insurance Required. Lessee shall, at Lessee's sole cost and expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence. Lessee shall provide Lessor with written evidence such insurance coverage as Lessor shall request, including, but not limited to, endorsements for unattended vehicles, political appropriation, damage and loss during transit, and automobile liability for mobile cranes. Such insurance shall be primary insurance and shall name Lessor, and anyone who has leased any of the Equipment to Lessor, as an additional insured and as a loss payee. The obligation to provide such insurance, on the one hand, and the obligations under the Indemnity in paragraph 3E below and under Risk of Loss in paragraph 2G above, on the other hand, are independent obligations, and none of them modifies or affects the other. Lessee shall provide workers' compensation insurance for its employees, including those described in paragraph 3D below. Lessee's payroll service company shall name Lessor as certificate holder and provide Lessor with a certificate of insurance for workers compensation.

B. Taxes. Lessee agrees to reimburse Lessor for any state or local personal property taxes related to Lessee's use or possession which might be levied upon the Equipment or use of the Equipment while in the possession of Lessee. Lessee shall pay all applicable sales and use taxes related to Lessee's use or possession.

C. Notify Lessor about Injury, Death or Damage. In the event that the Equipment is involved in any way in damage to any property, including the Equipment, or injury to any person or death of any person, Lessee shall as soon as possible notify Lessor by email at the email set forth on the Rental Order. It is imperative that this notification be given promptly in order that Lessor may inspect, photograph and preserve the Equipment, investigate the facts, and otherwise act responsibly.

D. Employees of Party to this Agreement. Lessor and Lessee are the parties to this Agreement. Between the parties to this Agreement only, any person while on the payroll of, and being paid by, a party to this Agreement, or on the payroll of, and being paid by, such party's payroll company, is the employee of such party for all purposes hereunder, including, but not limited to, the Indemnity in paragraph 3E below.

E. Indemnity, Agreement to Provide Defense, Waiver, and Release. Lessee agrees to and does hereby indemnify lessor, its affiliates and their respective directors, officers, shareholders, employees, agents, landlords and assignors (hereinafter called "indemnitees") for, and hold the indemnitees harmless from, and lessee agrees to defend the indemnitees against, any and all claims, suits, liability, expense, damage, penalties, fines and other sanctions, cause of action or judgment, including reasonable outside attorneys' fees, resulting from injury to or death sustained

by any person or persons, including but not limited to lessee, any contractors of lessee or other persons or entities working on the project for which the equipment is leased, and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death or damage arises out of or is in any way connected with, this agreement or the assembly, use, operation, repair, transportation, storage or possession of the equipment by lessee, during the term of this agreement and until the equipment is returned to lessor's premises as provided in this agreement, including, but not limited to, the failure of lessee to repair, maintain, assemble, transport, store or operate the equipment as required herein or any other material breach of this agreement by lessee. This indemnity is meant to and does include any rights of subrogation by lessee's insurers and any such injury, death or damage arising from any cause whatsoever, including but not limited to, under the doctrine of strict liability, any combination or use described in paragraph 2D above, any alleged defect in the manufacture, testing and/or design of the equipment and any acts or omissions, or negligent conduct of the indemnitees, whether active or passive, except this indemnity shall not be applicable, with respect to any indemnitee, to any injury, death or damage arising from the negligence or willful misconduct of such indemnitee, or, with respect to more than one indemnitee, to any injury, death or damage arising solely from the negligence of such indemnitees, or arising solely from a defect in the manufacture, testing and/or design of the equipment. Whether or not such exception is applicable, lessee shall provide and pay the cost of the defense, including appeal, of the indemnitees with counsel of lessor's choice. Lessee waives and releases the indemnitees from any existing or future claims, including, but not limited to, any right of subrogation by lessee's insurers, in any way connected with injury to or death of lessee's and its affiliates' employees, loss of or damage to lessee's and its affiliates' property, or loss of use of any property, which may arise out of the matters the indemnitees are indemnified against above. This indemnity is expressly made for the benefit of and may be enforced by the indemnitees, or by any of them.

#### **4. WARRANTY DISCLAIMER & WAIVER OF CONSEQUENTIAL DAMAGES**

A. Warranty Disclaimer. With respect to the equipment, lessor has not made and specifically disclaims any express representation or warranty, and lessor has not made and specifically disclaims any implied representation or warranty regarding title, merchantability, fitness for use for a particular purpose, course of dealing, or usage of trade.

B. Reciprocal Waiver of Consequential Damages. Neither lessor nor lessee shall be entitled to recover, and each hereby disclaims and waives any right that it may otherwise have to recover, against the other, consequential damages (including, but not limited to, those for loss of screen credits, interruption of shooting or loss of assets, business or anticipated profits) as a result of (i) any breach or alleged breach by the other of this agreement, or (ii) leasing or using the equipment.

#### **5. INSPECTION BY LESSOR, REPOSSESSION AND REPORTING ON LOCATION OF EQUIPMENT**

During the term hereof, Lessor may, but it has no obligation whatsoever to do so hereunder, with reasonable written notice to Lessee and conducted with the least intrusiveness and interruption to Lessee, inspect the Equipment, enter upon any premises where the Equipment is being stored or used, and, if it is found that the Equipment is being misused or abused or if Lessee is in default under this Agreement, repossess the Equipment or any piece thereof prior to the Return Date. Lessee shall keep Lessor informed as to the exact location of the Equipment, and all changes in location, during the term of this Agreement.

#### **6. TERMINATION BY LESSOR**

If Lessee breaches this Agreement, Lessor may terminate this Agreement on twenty four (24) hours notice to Lessee. Such notice may be given to Lessee by mail, overnight delivery service, personal service or fax. Such termination shall be effective at the end of such time period. However, Lessee shall be given a reasonable period to cure such default, other than the failure to pay rent, if it is making a good faith effort to do so. Upon such termination, Lessee shall promptly return the Equipment to Lessor's premises.

#### **7. JURISDICTION AND ATTORNEYS' FEES**

This agreement, and all matters arising out of or in any way connected with it, shall be construed in accordance with the laws of the state of California, USA, without regard to its provisions on conflicts of laws, and venue for all purposes shall be proper only in the county of Los Angeles, state of California, USA. In the event of any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to receive or recover its reasonable outside attorneys' fees without regard to any court schedule on reasonable fees.

#### **8. SCREEN CREDITS**

Screen credits are to be listed as "Cameras and Lenses provided by BECINE" however lessee shall have no obligation to accord such screen credits.

**9. APPLICABILITY IN THE EVENT OF A SEPARATE LEASE**

This Agreement shall not be applicable to Lessor and Lessee where a separate Lease for the Equipment, other than this Agreement, has been executed by them.

**10. MISCELLANEOUS**

A. Bailment. This Agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.

B. Waiver. The waiver by Lessor of any breach of this Agreement, or acceptance of rent, shall not constitute a waiver by Lessor of any subsequent or continuing breach.

C. Entire Agreement and Amendment. With respect to the Equipment, this Agreement comprises and contains the entire agreement and understanding between Lessor and Lessee, and supersedes any prior warranties, representations, and understandings. It may not be amended or modified except in a writing signed by Lessor and Lessee.

D. Severability. If any court finds any provision of this Agreement to be invalid or unenforceable, such provision shall be deemed modified, if feasible, to be valid or enforceable or, if not, it shall be stricken in such circumstance and all other provisions shall remain valid and enforceable. It is not the intention of this Agreement to assert any claims or defenses which are prohibited by law.

E. Headings. The headings of the paragraphs herein are for convenience only and have no force and effect in the interpretation or construction of this Agreement.

F. Survival of Obligations. Obligations hereunder, including, but not limited to, indemnification, payments and repairs, which relate to matters or events occurring prior to the expiration or termination of this Agreement or return of the Equipment, which are not discharged prior thereto, survive the expiration or termination of this Agreement.

G. Transportation and Shipments. Any dates quoted for the delivery of the Equipment are approximate only and Lessee shall not be liable for any delay in delivery or provision howsoever caused.

BOTH PARTIES AGREE TO THE ABOVE RENTAL AGREEMENT AND IT'S CONTENTS BY SIGNING BELOW

**LESSOR" CINE HUT DBA BECINE**

**PRINT NAME:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**"LESSEE"**

**PRINT NAME & COMPANY:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_