



### **Rental Agreement**

The lessee, whose name and authorized signature appears on this agreement, hereby rents from Mike Pierce Productions LLC / New West Pictures the equipment and services described, and acknowledges receipt of said equipment in working order.

#### **Rental Period**

Minimum rental period is one day. Special rates are available on longer rentals.

#### **Cancellations**

MPP LLC/NWP requires 24 hours notice of all cancellations. A charge of one day rental shall be charged for lack of advance notice.

#### **Payment terms**

Payment terms are net 30 days. C.O.D. maybe required for out of state first time clients at end of job.

A charge of 1.5% per month will be applied after 30 days. All accounts over 60 days are C.O.D.

#### **Liability**

Lessee hereby agrees to indemnify and hold harmless Mike Pierce Productions LLC its offices and employees from any and all claims, suits, damages, losses, liabilities (including Worker's Compensation for lessee's employees and agents either full-time or day-hired), including attorney fees for: loss of life or injury to any person, damage to property or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented equipment or facilities, including but not limited to such damage or injury which may be caused by the negligence of New West Pictures and MPP LLC its agents, offices or employees.

#### **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. Any repair work necessary, shall be paid by lessee. If unit is damaged beyond repair lessee shall pay full replacement price. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment, including any rented vehicles, is fully repaired and returned to New West Pictures or full payment in settlement of loss received by MPP LLC.

#### **Legal Action**

Any dispute arising under or pursuant to this agreement shall be controlled by California Law. Should lessee default, or fail to perform under any provision herein, lessee agrees to pay reasonable attorney's fees and other costs actually incurred by Rebel Sun in enforcing such provisions. This agreement involving equipment, facilities, and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

**Insurance Requirements**

Lessee must provide New West Pictures with evidence of:

- Comprehensive General Liability Insurance in an amount not less than: \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability
- All Risks Physical Damage Insurance on all equipment rented from New West Pictures is to be provided in an adequate amount.

Certificate of Insurance

Insurance must be verified by providing New West Pictures a certificate of insurance containing the following:

1. List Mike Pierce Production LLC as Loss Payee as respects to misc. equipment, physical damage, lost or stolen equipment rented from MPP LLC/NWP.
2. List Mike Pierce Productions LLC as Additional Insured as respects to: comprehensive general liability and auto liability, when applicable
3. Provide for a 10 day written notice of cancellation or reduction in coverage.
4. Certificates shall be addressed to: Mike Pierce Productions LLC, P.O. Box 111352, Campbell CA 95011

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

Please return by FAX: 415-379-0014 or email [info@newwestpictures.com](mailto:info@newwestpictures.com)

mail to: Mike Pierce Productions LLC, P.O. Box 111351, Campbell CA 95014

\_\_\_\_\_ for \_\_\_\_\_

on \_\_\_\_\_

(Lessee Signature) (Company Name) (Date)