

RENTAL AGREEMENT TERMS

DESCRIPTION OF PROPERTY: The property (“Property”) subject to this Agreement shall be the specific items of equipment listed on the Rental Agreement prepared by Stellar Cine Rentals at the time of delivery of such equipment to or on behalf of the customer, whose name appears above (“Customer”). Such Rental Agreement, which specifies the rental rate, shall be deemed a part of this Agreement, as if fully incorporated herein. Upon pickup of the Property by Customer at Stellar Cine Rentals' place of business, or upon receipt by Customer after a shipment, it is Customer's responsibility to determine that the order is complete and to immediately notify Stellar Cine Rentals prior to taking delivery, of any discrepancies.

TERM OF RENTAL: Unless otherwise specified in the Rental Agreement, all Property shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered to Customer and the time it is returned to Stellar Cine Rentals. The manner by which “delivery” and “return” are to be accomplished are described herein below. Pickup by the Customer from Stellar Cine Rentals or shipment by Stellar Cine Rentals of the Property after 3:00 PM shall not be deemed a rental day. Return of the property to Stellar Cine Rentals after 12:00 PM will be deemed an additional half rental day. Where the Property has not been returned to Stellar Cine Rentals by the date specified in the Rental Agreement, rent shall continue to accrue on the Property on a day-to-day basis at the rate contained on the applicable invoice, until such time as the property has been returned to Stellar Cine Rentals in the manner provided for below. Regardless of the period of rental specified in the Rental Agreement, Stellar Cine Rentals, by notice to the customer, can cancel any agreement at any time during the term of rental if Stellar Cine Rentals deems that the customer is misusing equipment, the terms of this Agreement are not being met, or customer has breached this Agreement in any other manner.

DELIVERY: Customer, by signing this agreement acknowledges that the property will be deemed “delivered” to it for all purposes when it leaves Stellar Cine Rentals' place of business in the possession of the customer, any agent of the customer or any third party carrier. Customer bears full responsibility for all transportation arrangements for the property (including selection of a third party carrier if required), unless other arrangements are made in a writing signed by an authorized representative of Stellar Cine Rentals. Should the Customer fail to specify in writing the exact manner by which transportation and delivery shall be accomplished, customer shall be deemed to have authorized Stellar Cine Rentals to employ methods of delivery that Stellar Cine Rentals, in its sole discretion, deems to be appropriate for the particular circumstances under which the transportation and/or delivery will occur, including the use of any third party carriers, drayage houses, and/or storage facilities, with the customer bearing the entire risk of loss and/or damage to any Property once it has left Stellar Cine Rentals' place of business.

You are Considered to Have Taken Delivery of the Rental and therefore assume all risk of loss from the time that the Rental is set aside for Your use. You are responsible for any damage You cause to Rental, property or person(s), during testing. After completing Your tests, You must notify Stellar Cine Rentals of any defective or inoperable elements of the Rental immediately upon discovering the defect. Unless You notify Stellar Cine Rentals of a defect or problem with the Rental supplied at the time of testing and inspection, You agree that the Rental is in good working order and that the Rental is acceptable to You.

U.S. Domestic Use Only, Unless Otherwise Agreed. Rental may be used in the United States only, unless otherwise specifically agreed in writing

No Sublease by You is permitted. You may not sublease or permit use by anyone other than Your qualified technician or operators, of all or any part of the Rental without written consent of Stellar Cine Rentals.

Do Not Remove Serial Numbers or Cover Company Logos. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Rental showing ownership by Stellar Cine Rentals.

RATES AND CHARGES: The rent payable for any item of Property shall be that set forth in the Rental Agreement. This rate is offered to Customer based upon Customer's credit information available to Stellar Cine Rentals at the time of rental. This completed Rental Agreement must be signed and returned to Stellar Cine Rentals at least three (3) days prior to the first rental. If this information is incorrect or changes during the course of a rental, Stellar Cine Rentals may

LIMITED WARRANTY: Stellar Cine Rentals warrants that, when delivered to the Customer, all Property will be operational to accepted manufacturer specifications. In the event of a malfunction, customer must notify Stellar Cine Rentals immediately and Stellar Cine Rentals will have no responsibility for any malfunction reported after termination of the rental for such property. Customer shall not attempt to service or repair any of the property and any attempt by the customer to service or repair the property, will void the limited warranty provided herein. The limited warranty provided herein shall not apply to any malfunction resulting from mishandling or improper operation of the property after delivery to the customer. Stellar Cine Rentals shall have no liability arising out of the customer's inability to operate the property in accordance with manufacturer's instructions and contemplated use, except as set forth herein, Stellar Cine Rentals makes no warranty with respect to the property and expressly disclaims any warranty, implied or otherwise, that the property is suitable for the customer's intended use. Stellar Cine Rentals shall not be liable for any consequential damages and its liability for any breach of the warranty granted hereunder shall be, in

Stellar Cine Rentals' discretion, replacement or repair of any defective property or a refund of any rent paid by the customer in connection with such property.

DAMAGE AND INSURANCE: The customer acknowledges responsibility for any loss, theft, or damage to the rental property from the time of delivery until return, excluding manufacturer malfunctions or normal wear and tear. The customer must bear full liability for repair or replacement costs and any continued rental charges during repair periods. Prior to delivery, the customer must provide Stellar Cine Rentals with an acceptable Certificate of Insurance covering all risks and including rental equipment coverage for the duration of the rental period, with Stellar Cine Rentals named as the loss payee.

USE OF PROPERTY: The customer must keep the rental property in their custody and operate it according to manufacturer's instructions and intended use. The customer must prevent any abnormal or hazardous conditions, including negligence or misuse. Alterations to the property are not permitted without prior written consent from Stellar Cine Rentals.

EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD: As soon as You discover that Rental in the field is not properly operating, You should notify Stellar Cine Rentals of the problem and if necessary return the Rental to Stellar Cine Rentals for evaluation. Stellar Cine Rentals will make a determination of the source of problem. If Stellar Cine Rentals determines that the problem was not caused by You, Stellar Cine Rentals will make a commercially reasonable effort to promptly repair or replace the Rental. In determining whether Rental should be replaced or repaired, the Stellar Cine Rentals' judgment shall be final and binding upon You.

DAMAGES: Upon return of damaged Rental, Stellar Cine Rentals will make a determination of the extent of the damage and the required repairs. You will not be responsible for reasonable wear and tear. You and/or Your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether Rental shall be replaced or repaired, the Stellar Cine Rentals' judgment shall be final and conclusive upon You. Should the Stellar Cine Rentals determine that the Rental must be replaced, You will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation, plus transportation, tax and setup charges. If repaired, You shall be responsible for all repair costs.

LOST, STOLEN OR DESTROYED RENTAL. In the event that after delivery to You, any of the Rental is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason (reasonable wear and tear excepted), You will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation,

As soon as You realize that Rental is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen Rental to the Stellar Cine Rentals and file a report with the local authorities

RENTAL CHARGES AND LATE CHARGES: Rental Charges and Payments. You agree to pay Stellar Cine Rentals rent determined by the daily rates set forth in the then current Quote, ("Daily Rates"), for each and every day until all Rental is returned to Stellar Cine Rentals' premises or vacated, as set forth below. Rental charges are subject to change without notice.

DEPOSIT: Stellar Cine Rentals acknowledges receipts from You of the deposit, if any, shown on the Quote. You agree to pay the remaining balance of all rental, taxes, insurance, damages, repairs, replacements, and other charges, immediately upon return of the Rental, or the date due to be returned, whichever is later.

YOUR FAILURE TO RETURN EQUIPMENT ON TIME CAN IMPACT THE WORKING SCHEDULES OF OTHER PROFESSIONALS.

You must return the Rental on the date specified in the Quote or be subject to additional charges. The last rental day shall be the day specified in the Quote as the return date up till 11:00 AM that day unless otherwise agreed in writing. A full additional day's rental will be charged for any Rental not returned by 11:00 AM. A charge equal to two times full daily rates shall be charged for each day Rental is not returned after the date specified for the return of the Rental.

If You return the Rental in damaged or non-working condition, or if Rental is lost or stolen, destroyed or otherwise disappears or is not returned, the rental period will be extended by up to thirty (30) days to repair such damage or replace non-repairable or missing Rental and return the item(s) to the Stellar Cine Rentals' general inventory. The extended rental period shall apply only to the damaged, non-working or missing item(s), of any Rental. There may be delays in repair or replacement attributable to causes beyond the Stellar Cine Rentals' control. The acceptance of the return of the Rental by the Stellar Cine Rentals is not a waiver by the Stellar Cine Rentals of any claims that it may have against You.

Rental charges for the damaged, non-working or missing item(s) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Agreement, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to Stellar Cine Rentals. If requested You shall advance the money in order to allow Stellar Cine Rentals to repair or replace the Rental.

WEEKENDS AND HOLIDAYS. When on a daily Quote, You will be charged the daily rental rate for weekend days and Holidays if the Rental is used.

CREDIT INFORMATION AND PAYMENT TERMS

Deposit/Payment Rental rentals are to have a \$1,500 credit card hold for potential insurance deductibles resulting from rental prior to pick up. Full payment of rental is due upon pick up by wire or credit card payment.

PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of Rental. Payments due for full week or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 2.5% per month will be assessed, which You agree to pay. If the company places the account in the hands of an attorney or agency for collection, You agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

LAST MINUTE CANCELLATION PENALTIES. Stellar Cine Rentals shall be entitled to compensation, not to exceed the rental payments, for any losses Stellar Cine Rentals may sustain because of Your cancellation of all or part of an order.

INSURANCE REQUIREMENTS: You must insure the entire Studio and/or all equipment or vehicles rented. You shall, at Your expense, and at all times during the rental term set forth in the Quote through your return or vacating of the Rental, maintain in full force and effect insurance according to the following terms and conditions:

PROPERTY INSURANCE. You shall deliver to Stellar Cine Rentals, prior to taking possession of the studio, a Certificate of Insurance in form and substance satisfactory to Stellar Cine Rentals, showing all risk coverage that is greater or equal to the replacement cost of the studio and all equipment in the studio but shall, in no event, be less than \$1,000,000; coverage that extends through the time period for which the studio and/or equipment or vehicles are rented; names Stellar Cine Rentals as "Loss Payee" and as "Additional Insured"; and provides allrisk, world-wide coverage for equipment in transit/shipping, when traveling out of the United States. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable.

Liability Insurance. You shall name **STELLAR CINE RENTALS** as an additional insured on Your liability insurance. Liability insurance shall meet the following minimums:

- **COMMERCIAL GENERAL LIABILITY:** \$1,000,000 per occurrence & \$2,000,000 annual aggregate
- **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit
- **AIRCRAFT LIABILITY, IF FILMING FROM AN AIRCRAFT:** \$5,000,000

STELLAR CINE RENTALS' OPTION TO TERMINATE: You hereby grant Stellar Cine Rentals the option to terminate the Rental Agreement on 24 hours notice, either by mail, personal notice, telephone, or electronic mail. Upon the exercise of such option, You shall forthwith return to Stellar Cine Rentals' premises, at Your risk and expense, all Rental in the same condition as when first delivered to You.

WAIVER: The acceptance and return of the Rental shall not constitute a waiver by Stellar Cine Rentals of any claims that it may have against You, nor a waiver of claims for latent or patent damage to Rental. The Rental Agreement may not be amended or modified except in writing, signed by both parties. Entire Agreement. The signed Rental Agreement and these Terms & Conditions constitute the entire agreement between You and the Stellar Cine Rentals. Any changes must be made in writing and agreed to by both parties.

Company Name: Stellar Cine Rentals

CUSTOMER NAME: _____

PRODUCTION NAME: _____

SIGN: _____

DATE: _____