

Rental Agreement

CONTINUING RENTAL AGREEMENT

These terms and conditions form a Rental Contract between _____ ("Lessee") and Thunderstruck Pictures (the "Rental Company") and apply to all the property and/or vehicles (the "Equipment") rented by Lessee. The parties agree that this Agreement shall apply to any rental of Equipment by Lessee from the Rental Company occurring on or after the date of this Agreement even though the specific Equipment, duration of rental, and/or price for the rental may vary as specified in the individual EQUIPMENT ORDER(s). Parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them without necessity of either party executing a new Rental Agreement.

TESTING THE EQUIPMENT

Lessee will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. Lessee may test the Equipment at the rental facility, on location, or at another place. Lessee is considered to have taken delivery of the Equipment and therefore assumes all risk of loss from the time that the Equipment is accepted for testing or delivery. Lessee is responsible for any damage caused to equipment, property or person(s), during testing. Lessee must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless notified of a defect or problem with the equipment, Lessee agrees that the Equipment is in good working order and that the Equipment is acceptable.

PICK UP, DELIVERY & TRANSPORTATION

Pick up and return of Equipment at the rental facility is during business hours. If Lessee does not pick up and/or return the equipment at the rental facility, Lessee is responsible for transportation to and/or from any location. At Lessee's request and expense, the Rental Company may arrange shipment or delivery of the Equipment to Lessee's designated location. Lessee is responsible for all costs incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to the carrier. The Rental Company will not accept collect shipments from Lessee.

LESSEE'S RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

Lessee assumes all risks of loss. Once Lessee has taken delivery of the Equipment, Lessee's responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Lessee's own premises and

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while in use, or storage on the rental facility's premises. Lessee's responsibility ends when the Equipment is returned. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the Rental Company; and 2) an inventory has been completed and a missing and damaged list has been compiled, if needed. Lessee is responsible for all Equipment being stored for Lessee by the Rental House. Lessee is responsible for all equipment which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as Lessee's agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by the Rental Company for your benefit shall remain Lessee's responsibility. If Lessee loses any keys belonging to the Rental Company's vehicle, Lessee will be responsible for the cost of a replacement key and the cost to re-key up to 3 additional spare keys for the vehicle.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

Local use only, unless otherwise agreed. Geographic restrictions can be removed from the Agreement by mutual agreement between Lessee and the Rental Company. The Equipment may be used only by Lessee's duly qualified employees and/or agents and in strict accordance with the use contemplated in the Agreement. Lessee shall keep the Equipment in Lessee's sole custody and shall not permit the Equipment to be used in violation of any laws. Lessee may not sublease all or any part of the Equipment without written consent of the Rental Company. Lessee may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to Lessee without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing. Rental Company shall not be responsible to Lessee for any claims of alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of Equipment.

EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

As soon as it is discovered that Equipment in the field is not working, Lessee should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, via freight pre-paid, for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time. Upon return of damaged equipment, the Rental Company will make a determination of

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the extent of the damage and the required repairs. Lessee and/or Lessee's representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon Lessee. In the event that after delivery to Lessee, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. As soon as equipment is discovered to be missing, in all instances notify the Rental Company and file a police report.

EXPENDABLES

Use of expendables should be tracked and logged by the Lessee. Rental Company is entitled to bill for any opened expendable item used by Lessee. Used expendables become the property of Rental Company if returned with the equipment.

TOLLS

For all rentals involving a vehicle, use of toll roads will incur a \$5 per day surcharge plus any actual toll fees incurred by the Rental Company that it must pay to toll road authorities.

RENTAL CHARGES AND LATE CHARGES

Lessee must return the Equipment on the date specified in the Equipment Order or be subject to additional charges. The last rental day shall be the day specified in the Equipment Order or up until 10:00 AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. If Equipment is returned in damaged or non-working condition, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of Equipment by the Rental Company is not a waiver of any claims that it may have against Lessee. Rental charges for the damaged or non-working 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 Equipment Order, until the item(s) is repaired and/or replaced and the invoice for

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damages has been paid in full to the Rental Company. If requested, Lessee shall advance the money in order to allow the Rental Company to repair or replace the equipment. When on a daily schedule, Lessee will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. There may be minimum rental periods and/or special minimums for Equipment to be used other than locally.

CREDIT INFORMATION AND PAYMENT TERMS

The terms of payment are based upon credit information Lessee supplies at the time of rental. Should there be any change in such information Lessee agrees that the Rental Company may demand immediate payment without prior notice. Rental invoices, loss and damage invoices, repair invoices, and expendable invoices are payable upon receipt and not later than net 10 days. Payments due for 11 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which Lessee is expected to pay. Late charges are calculated at a rate of 5% per month of the past due amount; provided however, if that rate exceeds the maximum amount allowed under the laws of the State of the Rental Company's applicable rental office, then that maximum amount shall instead apply. If the company places the account in the hands of an attorney or other agency for collection, Lessee agrees to pay reasonable collection costs, attorney fees and court costs. Lessee agrees to pay Rental Company directly or as directed by the Rental Company or its agent. Rental payments may not be applied to the purchase price of any equipment.

CANCELLATION PENALTIES

The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of Lessee's cancellation of all or part of an order. Cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on Lessee's behalf. All sub-rented items will be billed at the cost incurred by Rental Company. If the cancellation policy in a sub-rental agreement requires a cancellation fee for reserved or picked up Equipment items for the Lessee's order, Lessee shall reimburse Rental Company an amount equal to that incurred fee. If a rental is cancelled by Lessee within 24 hours of pickup time, 50% of the total invoice must be paid. If a rental is cancelled by Lessee after the Equipment is picked up and tested, 100% of the total invoice must be paid. If a rental is cancelled by Lessee after shipping the Equipment, 100% of the total invoice must be paid plus shipping charges. All cancellation fees are subject to Rental Company's discretion in the event of force majeure or other outstanding circumstances.

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INSURANCE REQUIREMENTS

Lessee must insure all the Equipment. The Rental Company will not accept an insurance policy with an exclusion for unattended vehicles. Lessee shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost without deduction for depreciation, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. Coverage must begin from the time Lessee or Lessee's agents accept delivery of the equipment and continue until the time the equipment is returned. Lessee shall deliver to the Rental Company, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, and Property Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to the Rental Company. Lessee's insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, Lessee shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Agreement. The Rental Company may enforce its remedies directly against Lessee without resort to your insurance. Lessee's insurance should be on a worldwide basis; shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the rental company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source. Lessee shall name the Rental Company as an additional insured on Lessee's liability insurance and Lessee's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability: \$1,000,000 per occurrence & annual aggregate. Automobile Liability: \$1,000,000 combined single limit, Hired and Non-owned vehicles. Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit. Aircraft Liability, if filming from an aircraft: \$5,000,000. Non-owned watercraft Liability, if watercraft involved in filming: \$5,000,000. The rights of the Rental Company are not affected by Lessee's non-performance. Lessee's insurers shall agree that the rights of the Rental Company under the insurance coverage as described above shall not be affected by any act or neglect or breach of condition by Lessee, other than non-payments of insurance premiums. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified in the Agreement or to provide the Rental Company upon request with proper evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and Lessee shall reimburse the Rental Company on

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demand for its cost. Lapse or cancellation of insurance shall be an immediate and automatic default of this agreement.

TITLE AND OWNERSHIP

Lessee specifically acknowledges the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. Lessee may not assign or pledge the Equipment. Lessee specifically acknowledges they have committed theft of the Equipment if they fail to return the Equipment at the end of the rental period specified in the Equipment Order without prior notice to and permission of the Rental Company.

RIGHT OF ENTRY AND INSPECTION

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. Lessee shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Agreement occurs, the Rental Company has the right to remove all of the Equipment without any liability to Lessee, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

INDEMNIFYING THE RENTAL HOUSE

Lessee agrees to indemnify and defend the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

RISK OF DATA LOSS

Information captured or recorded by Equipment ("Lessee Data") is the property of Lessee. The parties acknowledge that the intrinsic value of the Lessee Data clearly exceeds and bears no relationship to rental fees for Equipment, and thus Rental Company, in accord with general practice and custom in the industry, assumes no responsibility for use, misuse, loss, damage or destruction of Lessee Data from any cause whatsoever, including without limitation, from the negligence of Rental Company personnel, from errors, omissions or failures in, or the unavailability or interruption of, the Equipment, from actions of outside parties such as hackers and crackers, or from

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Lessee's use of the Equipment. Specifically, but without limiting the generality of the immediately preceding sentence, Rental Company shall not be liable for any damages or costs incurred in the form of or as the result of lost profits or revenue, loss of the Lessee Data, costs of recovering data, the costs of any substitute data or cover, claims by third parties, or other similar costs related to the Equipment. Notwithstanding the foregoing, in the event of negligence by Rental Company personnel or Equipment malfunction, Rental Company agrees to make reasonable efforts to assist Lessee in obtaining access to data backups or in providing reasonable access to the Equipment for use with data recovery tools. Lessee acknowledges and covenants that the remedy described in the immediately preceding sentence shall be its sole remedy, there being no other warranty or liability. Lessee agrees that the Equipment and Lessee Data is not a consumer good for purposes of federal or state warranty laws. Lessee acknowledges and agrees that the Rental Company is not obligated to purchase insurance for the lessee data and that Lessee shall be solely responsible to insure their data against all insurable risks including without limitation damage to or destruction of such data by the negligence of Rental Company or its personnel. Rental Company shall in no event be liable for any loss or damage, which was, or could have been, covered by insurance.

MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

The Agreement shall be deemed to have been made in the County and State in which the Rental Company Office servicing the rental is located and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the Rental Company Office servicing the rental is located. When the Lessee is an entity, the person executing the Agreement on behalf of such a corporation, limited liability company, or partnership warrants that he/she has full authority of such entity to sign the Agreement and obligate the entity. The Rental Agreement and Equipment Order constitute the entire agreement between Lessee and the Rental Company. Any changes must be made in writing and agreed to by both parties.

DEFAULT

In the event Lessee shall fail to make any of the lease payments when due or shall fail to perform any other covenant or condition hereof to be performed by Lessee or any of the events described in this Agreement, Rental Company may, in addition to all other remedies provided by law, exercise any one or more of the following with or without demand, notice or legal process: a. Recover from Lessee all sums due; b. Repossess the Equipment (by entering upon Lessee's premises if necessary) without liability for trespass, or responsibility with respect to the Equipment or to any article left in or

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attached to same; and recover from Lessee all damages sustained by Rental Company as a result thereof; c. Recover from Lessee any and all damages which Rental Company shall have sustained by reason of non-performance by the Lessee of the terms and conditions of this Agreement; d. Retain, free from any claim by Lessee, all payments or other property heretofore received under this Agreement; e. Recover from Lessee all expenses incurred by Rental Company in protection of its rights under this Agreement, including, without limitation, attorney's fees, court costs, and costs of location, repossessing, repairing, reconditioning, and storing the Equipment.

BANKRUPTCY

Neither this Agreement nor the Equipment is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or makes any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take control or possession of any item or any item or items of the Equipment, the Rental Company shall have and may exercise any one or more of the remedies set forth in the DEFAULT Section hereof. This Agreement shall, at the option of the Rental Company, without notice, immediately terminate and shall not be treated as an asset of the Lessee after the exercise of said option and Rental Company shall recover from Lessee any and all costs or damages associated with recovery of the Equipment.

CONFIDENTIALITY

Lessee agrees that it shall not disclose the terms and conditions of the Rental Agreement or the discussions and negotiations that occurred between Rental Company and Lessee respecting the Agreement or Equipment Order to any third party, unless disclosure is required by law, and that it shall not disparage Rental Company or any of its officers, directors or employees or Rental Company's successors or assigns. Rental Company agrees that the Lessee Data is confidential and proprietary to Lessee.

FOREIGN USE (OUTSIDE THE USA)

Lessee must notify Rental Company of your intention to use the Equipment outside the U.S. and gain their permission to do so. All of the preceding terms and conditions apply to Equipment which is rented from a U.S. based Rental Company and is transported to a location outside the U.S. The Rental Company will only allow shipment through an established Customs Broker, contracted by Lessee. Said U.S. Customs Broker is to

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register the equipment with United States Customs prior to the Equipment leaving the U.S. A certified copy of the customs registration form must be returned to the Rental Company OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that Lessee: shall (1) return the said products described in the Carnet to the U.S., or (2) pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products. A certified copy of the Carnet must be returned to the Rental Company. Rental Company will provide an itemization of all equipment, listing brand name, country of origin/manufacture, item, serial number, and replacement value. All brokerage charges and shipping charges, fees and taxes are to be borne by Lessee and prepaid prior to shipment. Returning shipments should be consigned to the originating customs broker for clearance and re-entry into the U.S. In no cases is the Equipment to be shipped directly back to the Rental Company. Returning shipments should contain instructions to the Customs broker regarding the disposition of the Equipment after clearing the U.S. Customs (i.e. deliver equipment to the Rental Facility, or to Lessee's U.S. address). Lessee acknowledges that rental charges accrue for time in transit, including the time Equipment may be in the hands of the designated Customs broker, or U.S. Customs Service. Lessee acknowledges and agrees that the payment of U.S. Import Duty Taxes which may be levied for foreign made goods is your responsibility, even though you followed the above procedures.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

LESSEE Signature: _____ Date: _____

LESSEE Printed Name: _____

Company Name (if applicable): _____

Title of Signer (if applicable): _____

RENTAL COMPANY Owner's Signature: _____ Date: _____

RENTAL COMPANY Owner's Printed Name: Martin Shapiro

RENTAL COMPANY Name: Thunderstruck Pictures

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