

VAULT RENTAL AGREEMENT

By signing this Rental Agreement, the individual and entity set forth below ("You") agree that the following terms and conditions will apply to Your rental of any and all equipment, vehicles and/or studio space from Vault Rentals, LLC. Upon request, Vault Rentals will issue a Quote, which will list the specific equipment, vehicles and/or studio space rented (the "Rental"), the dates of use (including termination time and date), Rental Insurance Addendum, any Foreign Use Addendum, if appropriate, and other matters of mutual agreement between You and Vault Rentals. Once you accept and sign each Quote, that Quote will be made a part of this Rental Agreement to form a binding agreement between You and Vault Rentals. The terms and conditions of each Quote shall control only for that Quote. To the extent that any of the terms and conditions set forth in this Rental Agreement do not apply to the rentals set forth in each Quote (e.g. vehicle terms for a Studio rental), such terms will not apply to that Quote. This Rental Agreement will remain in effect unless and until terminated by either party in writing.

PRE-PRODUCTION – RESERVING AND TESTING

Reserving Rental. All orders placed for Rental are considered temporary until reserved with a signed rental agreement, signed quote, COI, W9 and a credit card hold for damage deposit. Confirmed orders canceled prior to noon on the day before checkout will not result in rental charges to You UNLESS Your confirmed order prevented Vault Rentals from confirming an order for any of the Rental for another customer. Confirmed orders canceled after noon on the day before checkout, or which prevented other confirmations shall result in rental charges.

Test the Rental. You may inspect and/or test the Rental at the Rental Facility prior to taking delivery if desired, subject in each instance to availability. The unavailability of a Rental item for testing will not be grounds to cancel the Rental.

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 Vault Rentals of any defective or inoperable elements of the Rental immediately upon discovering the defect. Unless You notify Vault 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.

TRANSPORTING EQUIPMENT – PICK UP & DELIVERY

If your Rental includes equipment that is to be transported offsite, You may pick up and return the Rental at the Rental Facility, 220 W. Ivy Ave., Inglewood, CA 90302 (the "Rental Facility"), during regular business hours. Off-hours Rental pick up and return will result in a handling fee to cover labor and expenses incurred. **You may pickup the Rental no earlier than 1 PM on the first day of any Rental and return no later than 11am on the last day of any Rental. Please note that Rental pickup may be delayed in the event of a same-day Rental turnaround, therefore 1 PM pickup may not be available. Vault Rentals shall undertake commercially reasonable efforts to notify You of same-day Rental turnarounds in advance and to prepare the Rental for pickup as soon as possible, and in any event before 5 PM.**

If You do not pick up and/or return the Rental at the Rental Facility You are responsible for transportation to and/or from any location. At Your request and expense, Vault Rentals may arrange shipment of the Rental to Your designated location. You are responsible for all costs (transportation charges, taxes, duties, broker's fees, bonds, insurance and any other costs) incurred during transit. Vault Rentals is not responsible for shipping delays once the Rental is delivered to Your carrier. Vault Rentals will not accept collect shipments from You. For the avoidance of doubt, the Rental shall be deemed delivered under this Agreement when it is picked up for shipping by common carrier at the Rental Facility.

YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

You assume all risks of loss. Once You have taken delivery of the Rental, Your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Your own premises and while in use, or storage. You expressly assume any and all risk, damage, loss and liability arising from Your attachment of the Rental to any aircraft or vehicle.

Your responsibility ends when the Rental is returned and/or the studio is vacated. Rental will **not be deemed to have been returned until all of the following conditions have been met:** 1) any offsite Rental equipment has been brought back to the during normal business hours (unless otherwise agreed in writing); and 2) an inventory has been completed and a missing and damaged list has been compiled, if needed.

You agree to the return the Rental and/or leave the Rental studio space in the same condition as it was when you took possession of the Rental. Studio space and vehicles will be clean and free of debris or other items.

Incomplete returns of the Rental will not be considered completed and returned until all components are returned. For example, missing media storage cards, media readers or any accessories supplied with the Rental.

Since You are reserving the Rental for a determined period of time--others will not be able to schedule use of the Rental during that period. Therefore, pro-rated refunds will not be issued for early returns.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

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

Use by Qualified Technicians Only. The Rental may be used only by Your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Agreement. You shall keep the Rental in Your sole custody and shall not permit the Rental to be used in violation of any laws. You will take reasonable precautions in regard to the use of the Rental to protect all persons and property from injury or damage.

Drivers. Any and all drivers who drive the vehicles You are renting/leasing from Vault Rentals shall be duly licensed, trained and qualified to drive vehicles of this type. Although Vault Rentals may, from time to time, recommend certain qualified drivers, Vault Rentals does not supply drivers. You must supply and employ any driver who drives Vault Rentals vehicles and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

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 Vault 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 Vault Rentals.

Do Not Alter or Modify the Rental. You may not alter or modify the Rental in any way unless explicitly approved in writing by Vault Rentals.

You are Responsible for all Expendables. You will be responsible for all consumable or expendable elements necessary to operate the Rental, including but not limited to fuel, lubricants, and all other necessary elements in connection with the operation of the Rental. You may purchase certain expendables from Vault Rentals subject to availability at current rates, and such items will be included or added to the Quote as applicable. Any unused purchased items may only be returned subject to Vault Rentals' discretion.

Warranty

Vault Rentals represents and warrants as follows (a) the Rental is in good working order, condition and repair and will function properly when used for its intended purpose; and (b) the Rental has been maintained and will continue to be maintained by Vault Rentals in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable manufacturer's specifications and is free from defects or illegal conditions of which Vault Rentals is aware.

NO WARRANTY OR GUARANTY

Other than as explicitly set forth herein, Vault Rentals gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter of the Rental. Other than as explicitly set forth herein, Vault Rentals shall be in no way responsible for their proper use in service and You hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of rental company with respect to fitness, merchantability and consequential damages).

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 Vault Rentals of the problem and if necessary return the Rental to Vault Rentals, freight pre-paid, for evaluation. Vault Rentals will make a determination of the source of problem. If Vault Rentals determines that the problem was not caused by You, Vault Rentals will make a commercially reasonable effort to promptly repair or replace the Rental. In determining whether Rental should be replaced or repaired, the Vault Rentals' judgment shall be final and binding upon You.

Damages. Upon return of damaged Rental, Vault 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 Vault Rentals' judgment shall be final and conclusive upon You. Should the Vault 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, plus transportation, tax and set up charges and/or the full replacement of the studio and any other premises or property damaged as a result of your acts or omissions.**

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 Vault Rentals and file a report with the local authorities.

RENTAL CHARGES AND LATE CHARGES

Rental Charges and Payments. You agree to pay Vault 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 Vault Rentals' premises or vacated, as set forth below. Rental charges are subject to change without notice.

Deposit. Vault 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.

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.

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

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 Vault 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 Vault Rentals' control. The acceptance of the return of the Rental by the Vault Rentals is not a waiver by the Vault 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 Vault Rentals. If requested You shall advance the money in order to allow Vault 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.

Minimum Charges. There may be minimum rental periods and/or special minimums applicable to Rental to be used other than locally.

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 return by cash, check, wire or credit card payment.

Payment Terms. Rental invoices and loss and damage invoices are payable upon receipt of Rental. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 1.5% 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.

Cancellation Penalties. Vault Rentals shall be entitled to compensation, not to exceed the rental payments, for any losses Vault 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 Vault Rentals, **prior to taking possession** of the studio, a Certificate of Insurance in form and substance satisfactory to Vault 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 Vault as "Loss Payee" and as "Additional Insured"; and provides all-risk, 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 Vault 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

Workers Compensation Insurance.

You shall, at Your own expense, maintain worker's compensation insurance during the course of the Rental as required by applicable law and employer's liability insurance during the course of the Rental with minimum limits of \$1,000,000.

Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"),

including coverage for loading and unloading rental and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. Vault Rentals shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution, if caused by accident, caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage, actual cash value for physical damage to standard vehicles and replacement cost value for trailers and other customized vehicle and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Vault Rentals insurance.

The rights of Vault Rentals are not affected by Your nonperformance. Your insurers shall agree that the rights of Vault Rentals under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by You, other than non-payments of insurance premiums. Should You fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide Vault Rentals upon request with satisfactory evidence of the insurance, Vault Rentals may, but shall not be obligated to, procure the insurance and You shall reimburse Vault Rentals on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

Your insurance will be primary with no contribution from Vault or any third party. For any and all coverages listed in this section, prior to taking delivery of Rental, vehicle and/or equipment rented--such insurance shall be written by reputable insurers acceptable to Vault Rentals; Your insurers shall agree to be the primary insurers of the Rental during the rental period, and shall include immediate notice to Vault for any lapse in coverage. All such policies will primary and non-contributory coverage over Vault Rentals or any other applicable third party insurance coverage, and shall name Vault Rentals as an insured party and loss payee.

You remain primarily liable to Vault Rentals. Notwithstanding this section, You shall remain primarily liable to Vault Rentals for full performance under the terms and conditions of the Rental Contract. Notice in accordance with policy provisions must be given immediately to Vault Rentals if insurance is reduced or canceled. Vault Rentals may enforce its remedies directly against You without resort to Your insurance.

TITLE AND OWNERSHIP

You specifically acknowledge Vault Rentals' superior title and ownership of the Rental and must keep the Rental free of all liens, levies and encumbrances. You may not assign or pledge the Rental. **This agreement constitutes an agreement or bailment of the Rental 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 Rental, except the right to possession and use as provided for in this Agreement.**

RIGHT OF ENTRY AND INSPECTION

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

INDEMNIFICATION

You agree to indemnify Vault Rentals and to hold Vault Rentals, its landlord, affiliated entities, and each of their employees and agents harmless from and against any and all third party losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable legal expenses, related to, or arising from use, transportation, condition (including, without limitation, latent and other defects), operation or occupation of the Rental, and by whosoever used or operated during the rental term, or arising from the breach of any representation, warranty or agreement contained herein. 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.

Vault Rentals agrees to indemnify You and to hold You and Your affiliates and Your respective, employees, officers, directors and agents harmless from and against any and all third party losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable legal expenses, related to, or arising from (a) the breach of any representation, warranty or agreement contained herein or (b) any defect or malfunction in the Rental not caused by your actions or omissions.

You acknowledge you are entering a private studio area as we will do our best to follow all CDC guidelines, but nothing is failsafe and any exposure of COVID-19 by anyone entering the space, will voluntarily assume all the risks related to any exposure, Vault Rentals or any of its affiliates are not liable.

MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

Company Policies. Any written company policies set forth in the Vault website or rental paperwork as in place from time to time, shall be part of this Agreement. Vault Rentals may change any such policy(s) from time to time **without notice**. In the event of inconsistency this Agreement shall control.

This agreement shall be governed by the laws of California, and shall be deemed to have been made in, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of California.

When the customer is an entity, such as a corporation, limited liability company or partnership. Company warrants that the person executing the Rental Agreement and each Quote on behalf of such entity has full authority of such entity to sign the Rental

Agreement and obligate the entity.

All rights of every kind in and to all photographs, film and recordings made by You shall be and remain vested in You, your licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film and recordings, including the visual images and sounds recorded in the Rental studio space (excluding the other premises of the Rental Location), and to attribute fictional names, events, or other attributes to the Rental studio space and to any activities taking place thereon, as You in Your absolute and unrestricted discretion sees fit, ("Recordings") in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by You. You will have no obligation to use the Recordings.

Default and Breach of Terms. If You default on any of the terms, covenants and conditions of the Agreement, or fail to punctually make any of payments hereunder, or any execution or other writ or process shall be issued in any action or proceeding against You whereby the Rental might become or appear to become in danger of being seized, taken or distrained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against You or Your property, or if You shall enter into any arrangement or composition with Your creditors, or in the event that any judgment is obtained against You, or if for any other reason Vault Rentals deems itself insecure, or the Rental in jeopardy, then and in that event, Vault Rentals shall have the option of declaring the Rental Agreement **terminated** and Vault Rentals may, without notice or demand, by process of law or otherwise, take possession of the Rental and, for such purpose, may remove the Rental, with or without force, and with or without notice of intention to retake the same, without being liable to You or any third party in any suit or action and You shall hold Vault Rentals harmless and indemnify Vault Rentals against any such claims or alleged liability to third parties.

Nothing contained herein shall be construed to bar or prevent Vault Rentals, in the event of monies being due it for rental, repair, replacement, or other costs, from suing and receiving the monies due it, and from repossession of the Rental, the costs and expenses of which inclusive legal fees, shall be borne by You. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by You.

This Agreement shall remain in full force and effect during any time that You are renting Rental, and shall govern all Quotes executed between You and Vault Rentals.

Vault Rentals' option to terminate. You hereby grant Vault 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 Vault 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 Vault 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.

TIME IS OF THE ESSENCE IN THIS RENTAL CONTRACT.

Entire Agreement. The signed Rental Agreement and these Terms & Conditions constitute the entire agreement between You and the Vault Rentals. Any changes must be made in writing and agreed to by both parties.

Acknowledged and accepted by:

Company name:

Representative Name:

Date:

**VAULT RENTALS
QUOTE**

Rental Name:

Rental Dates:

Lessee (Company): _____

Title: _____

Name (Print): _____

Signature: _____

Date: _____

For Damage Hold Only (Customer Will Pay for Rental by Check, Bank Wire or Credit Card upon return)

Credit Card #: _____

Exp Date: _____ CVC code: _____

Name on Card: _____

Vault Rentals, LLC

Rental Questions Contact:

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