

THIRD PARTY VEHICLE RENTAL AGREEMENT – PICTURE CAR OR NON-PHOTOGRAPHED

1. The undersigned lessor _____ ("Lessor") as owner (or agent for owner) of the vehicle described herein irrevocably grants to _____ ("Lessee"), and any agent, licensee and/or assignee ("Successor") of Lessee, the right to use the vehicle described below ("Vehicle"), as well as the right to use the Vehicle in connection with Lessee's personnel and equipment, and if applicable, photograph (including without limitations by means of motion picture, still or video device photography) in connection with the production currently referred to as "_____" (the "Picture"):

MAKE: _____

YEAR/MODEL: _____

STYLE: _____

OTHER: _____

VIN #: _____

2. Lessor represents and warrants that (i) Lessor is the owner (or the agent for the owner) of said Vehicle, (ii) Lessor is fully authorized to enter into this agreement, (iii) Lessor has the right to grant Lessee the use of the Vehicle and each and all of the rights herein granted, (iv) the Vehicle complies with all applicable federal, state and local requirements including, but not limited to, registration, safety and identification requirements and is roadworthy.

3. Lessee may take possession of the Vehicle on or about _____ and may continue in possession until such date as Lessee notifies Lessor that Lessee no longer requires use of the Vehicle (hereinafter the "Term"). Although subject to change, the Term shall currently be anticipated to conclude on or about _____.

4. Lessee agrees to pay as rental for the Vehicle:

All charges shall be payable on completion of the work contemplated hereunder, unless specifically agreed to the contrary. Lessee may at any time elect not to use the Vehicle in which case neither party shall have any obligation hereunder.

5. If the Vehicle is used as a "Picture Car", i.e, photographed in connection with the Picture, then in the event Lessee desires to reuse the Vehicle, Lessee may take possession and use the Vehicle for such period as may be reasonably necessary therefore, commencing at any time within eighteen (18) months after completion of principal photography, and in such event the above rental rate and terms of this Agreement shall apply.

6. Lessee shall leave the Vehicle in substantially as good condition as when received by Lessee, excepting reasonable wear and tear from permitted use, and Lessee shall have the right to remove all of its equipment and supplies from the Vehicle.

7. Lessee (or its payroll company in the case of [b] below) shall maintain, at its own cost and expense, at all times during the term of this agreement, the following insurance:

a. Automobile Liability insurance, including coverage for loading and unloading equipment, with no less than \$1,000,000 combined single limits and Auto Physical Damage insurance, including the perils of comprehensive and collision, with actual cash value limits.

b. Worker's Compensation/Employer's Liability insurance. Worker's Compensation coverage shall be adequate to comply with all applicable statutory and regulatory requirements in the territory of use and Employer's Liability coverage shall have minimum limits of \$1,000,000.

c. Commercial General Liability insurance, including broad form contractual liability, personal injury, advertising liability, completed operations and products liability. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

d. Certificate of Insurance. Lessee or, when applicable, its payroll service company with respect to (b) above shall provide Lessor with Certificate(s) of Insurance indicating:

- Lessor is added as an additional insured but only to the extent of Lessee's indemnity obligations pursuant to this agreement and as loss payee as Lessor's interests may appear.
- Lessee's coverage is primary, meaning the limits of Lessee's coverage must be exhausted before any obligation arises under Lessor's insurance

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

8. Neither Lessor nor Lessee shall be construed to be the agent or subagent of the other.

9. If the Vehicle is photographed, all rights of every kind in and to all photography and sound recordings made hereunder, if any, shall be solely owned in perpetuity by Lessee and its Successors, and neither Lessor nor any tenant or other party now or hereafter having an interest in the Vehicle shall have any right of action, including without limitation any right or injunctive relief against Lessee, its Successors and/or any other party arising out of any use or non-use of said photography and/or sound recordings. Neither Lessee, nor its Successors shall be obligated to make any actual use of any photography, recordings, depictions or other references to the Vehicle hereunder in any motion picture, television production or otherwise. If Lessee photographs the Vehicle, Lessor hereby irrevocably grants to Lessee and its Successors the right to use any logos, emblems, trademarks, tradenames, service marks and other designs or identifying features contained on the Vehicle which may be under Lessor's control, the right to refer to the Vehicle or any part thereof by any fictitious name, the right to attribute any fictitious events as occurring in and/or around the Vehicle; the right, in perpetuity, throughout the world, to duplicate and re-create all or a portion of the Vehicle and to use the same in any media and/or manner known or unknown, including without limitation in connection with any motion picture, television production, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.

10. Lessor hereby waives, on behalf of himself and his insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Lessor situated in or upon the Vehicle.

11. The parties agree that any and all disputes or controversies of any nature between them arising in connection with the Picture and/or this agreement shall be determined by binding arbitration in accordance with the rules of JAMS (or, with the agreement of the parties, ADR Services) before a single neutral arbitrator ("Arbitrator") mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the arbitration service. The Arbitrator's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Superior Court, which may be made ex parte, for confirmation and enforcement of the award.

12. No change or modification to this agreement shall be valid or binding upon any party unless contained in a writing signed by all parties. This agreement shall be governed by the laws of the State of California.

DATED:_____

LESSOR: _____

LESSEE: _____

By:_____

By:_____

Title:_____

Title:_____