

## Rental Policy and Conditions

The lessee ("Lessee"), whose name and authorized signature appears on this Rental Agreement ("Agreement"), hereby rents from Rebel Sun Productions LLC, a California limited liability company ("Rebel Sun") the equipment, facilities, and services ("Materials") described, and acknowledges receipt of said Materials in good and serviceable working order.

### Rental Period

The minimum rental period is one day. Weekly and long term rates are available upon request. Prices are subject to change without notice.

### Cancellations

Rebel Sun requires 24 hours notice of all cancellations. A charge of a one-day rental shall be charged for lack of advance written notice submitted by Lessee and received by Rebel Sun.

### Payment Terms

Payment terms are net 30 days from the date of use, except for out-of-state lessees, which are C.O.D. at end of job. A charge of 1.5% per month will be applied to all unpaid invoices after 30 days and in such event future rentals will require that payments will be due C.O.D. at the end of the job.

### Liability

Lessee hereby agrees to indemnify and hold harmless Rebel Sun, its members, agents, officers, and employees from any and all claims, suits, damages, losses, and liabilities (including Worker's Compensation for Lessee's employees and agents either full-time or day-hired), including attorneys' fees, for: loss of life or injury to any person, damage to property or other damages or any losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of the Materials, including but not limited to such damage or injury that may be caused by the negligence of Rebel Sun, its members, agents, officers, or employees.

### Hold Harmless

Lessee shall indemnify, defend, and hold harmless Rebel Sun, its members, agents, officers, and employees thereof from:

1. All damage, loss, cost, or expense caused by Lessee and its customers, which indemnities may be sustained on account of any damage to or destruction of the Materials of Rebel Sun that Rebel Sun may own or in which it may have an interest.
2. Lessee shall conduct its activities with Rebel Sun's Materials so as not to endanger any person or the Materials of Rebel Sun. Lessee will not do or permit to be done anything which will in any way conflict with the conditions of any insurance policy or in any way increase any rate of insurance on the Materials of Rebel Sun.

### Damaged Equipment

Rebel Sun's Materials are offered for inspection and testing at the time of rental. All Materials are rented in good and serviceable condition and are to be returned in the same condition. If any repair work is necessary as a result of damage or mishandling by the Lessee, Lessee shall pay the cost of that repair. If any Materials are damaged beyond repair Lessee shall pay Rebel Sun full replacement price. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as the Materials, including any rented vehicles, are fully repaired and returned to or replaced for Rebel Sun and full payment is made by Lessee in settlement of losses by Rebel Sun.

### Legal Action

California Law shall control any dispute arising under, or pursuant to this agreement. Should Lessee default, or fail to perform under any provision herein, Lessee agrees to pay reasonable attorneys' fees and other costs actually incurred by Rebel Sun in enforcing such provisions. This Agreement involving the Materials shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

### Lessee Provided Equipment

1. Any property provided by Lessee with Rebel Sun's approval shall remain the property of Lessee and shall be removed upon completion of Lessee's use of Rebel Sun's Materials. At all times, the property of Lessee shall remain the responsibility of Lessee, and Rebel Sun shall have no responsibility or liability to Lessee for Lessee's property.
2. Lessee warrants that all property of Lessee used by it with or in Rebel Sun's Materials shall be in good working order and meet applicable safety regulations. Lessee accepts responsibility for proper and safe operation, supervision and guarding of its property and agrees that Rebel Sun shall not be responsible or have any liabilities with respect to it.
3. Lessee agrees that Lessee and all of Lessee's associated staff, crew, artists, agents, and clients connected with Lessee's use of Rebel Sun's Materials shall abide by, and conform to, all federal, state, and local laws, rules, and regulations, and by all facility rules and regulations as provided by Rebel Sun. Lessee agrees to acquire and pay for all licenses and permits related to the Materials used by Lessee.

### Storage

Lessee assumes all responsibility for any property that may be placed in storage with Rebel Sun prior to, during, or after the use of Rebel Sun's Materials.

### Adverse Conditions

Rebel Sun reserves the right to cancel use of the Materials of Rebel Sun without liability of any kind or nature to Lessee at any time if Rebel Sun reasonably believes adverse conditions exist that would result in damage to the Materials of Rebel Sun or persons. Rebel Sun reserves the right to cancel the use of the Materials of Rebel Sun at any time if the conditions concerning the use of Rebel Sun's Materials are not in compliance with the applicable city, state, or federal laws.

### Insurance Requirements

Lessee must provide Rebel Sun 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
- **Automobile Liability Insurance** in an amount not less than: \$1,000,000.00 Combined Single Limit
- **Physical Damage Endorsement** (Comprehensive and Collision for Non-owned and hired vehicle) on a blanket basis to any vehicles that Rebel Sun may provide to the Lessee.
- **All Risks Physical Damage Insurance** on all equipment rented from Rebel Sun is to be provided in an adequate amount.

### Certificate of Insurance

Insurance must be verified by providing Rebel Sun a certificate of insurance containing the following:

1. List Rebel Sun as Loss Payee as respects to misc. equipment, physical damage to autos, and comprehensive and collision. Lessee's insurance must be primary over all other insurance.
2. List Rebel Sun as Additional Insured as respects to: comprehensive general liability and auto liability. Lessee's insurance must be primary over all other insurance.
3. Provide for a 10 day written notice in advance of the scheduled rental of the equipment of cancellation or reduction in coverage of Lessee's insurance.
4. Certificates shall be addressed to: **Rebel Sun, 10280 Imperial Ave, Cupertino, CA 95014**

### Copyright/Proprietary Right

Lessee, and not Rebel Sun, shall be responsible for obtaining clearances for any use of third party copyrighted works and proprietary rights to be performed, displayed, or reproduced in connection with any use of Rebel Sun's Materials, and Lessee shall be responsible to pay any license fees or other fees required by any copyright or proprietary owner. By acceptance of this Agreement as herein provided, Lessee shall cover, covenant, and agree to indemnify Rebel Sun, its members, agents, officers, and employees, and to save them free and harmless for any and all liability and responsibility whatsoever for infringement of and/or other violations of the rights of any copyright or proprietary owner under the copyright law or trademark law or other applicable statute or common law.

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

Please return by FAX: 650-539-3550 or email: [info@rebelsun.com](mailto:info@rebelsun.com)

\_\_\_\_\_ for \_\_\_\_\_ on \_\_\_\_\_  
 (Lessee Signature) (Company Name) (Date)