

The lessee (“Lessee”), whose name and authorized signature appears on this Rental Agreement (“Agreement”), and pursuant to the bid provided to Lessee by Rebel Sun Productions LLC, a California limited liability company (“Rebel Sun”), and accepted by Lessee attached to this Agreement as Exhibit A, hereby rents from Rebel Sun the equipment, facilities, and services described in the bid (“Materials”), and acknowledges receipt of said Materials in good and serviceable working order.

1. 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. Call orders for Materials are typically picked up after 2:00 p.m. the day before the scheduled day (“Scheduled Day”), with the Materials returned by 10:00 a.m. the day after the Scheduled Day, and these times frames are included in the one-day rental.

2. Return

Upon the expiration of the Scheduled Day with respect to all Materials, Lessee shall return the Materials to Rebel Sun, together with all accessories, free from all damage and in the same condition, appearance, and operability as when received by Lessee from Rebel Sun.

3. Cancellations

Rebel Sun requires written notice from Lessee of all cancellations. The following financial charges shall apply to cancellation: Once a quote is confirmed as provided in Exhibit A, all Materials on the order are reserved and made unavailable to other clients of Rebel Sun. Confirmed contracts that are canceled in writing by Lessee within 48 hours of the scheduled rental start date are subject to 25% cancellation fee. Confirmed contracts that are canceled in writing by Lessee within 24 hours of the Scheduled Day rental start date are subject to a 50% cancellation/restocking fee. Confirmed contracts that are canceled on less than 24-hours’ notice of the Scheduled Day rental start date or canceled after the Materials have left Rebel Sun’s premises will incur a 100% of one-day rental cancellation fee. In each event, all Materials shall be promptly returned to Rebel Sun as provided in Sections 1 and 2 of this Agreement.

4. Payment Terms

Payment terms for established clients of Rebel Sun are net 30 days from the date of use, with payment from all other lessees being C.O.D. at end of job. A charge of 1.5% per month will be applied to all unpaid invoices after 30 days.

5. Expenses

Lessee is responsible for all additional expenses, including, but not limited to, fuel, lubricants, and all other charges in connection with the operation and use of the Materials, such as, by way of example only, gas for generators, liquid for foggers/hazers, and any used expendables from the vehicle supplied by Rebel Sun, as identified in Schedule I.

6. Inspection of Materials/Damaged Materials

Rebel Sun’s Materials are offered for inspection and testing at the time of rental. All Materials are rented and delivered in good, serviceable, and operational condition and are to be returned in the same condition. To the extent Lessee has disclosed to Rebel Sun all of the intended uses of the Materials, the Materials are fit for their intended purpose. Other than what is set forth herein, Lessee acknowledges that the Materials are rented/leased without warranty or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement. If any repair work is necessary as a result of damage or mishandling by the Lessee, Lessee shall pay all of the costs of that repair. If any Materials are damaged beyond repair, Lessee promptly shall pay Rebel Sun full replacement price of the Materials. 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.

7. Accident Reports

If any of the Materials are damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession by Lessee, Lessee will promptly notify Rebel Sun of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. Lessee and Lessee’s employees and agents will cooperate fully with Rebel Sun and all insurers providing insurance under this Agreement in the investigation and defense of any claims. Lessee promptly will deliver to Rebel Sun any documents served or delivered to Lessee, Lessee’s employees, or Lessee’s agents in connection with any claim or proceeding at law or in equity begun or threatened against Lessee, Rebel Sun, or both Lessee and Rebel Sun.

8. Lessee Provided Equipment

- a. 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.
- b. Lessee warrants that all property of Lessee used by it with or as part of 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.
- c. 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 confirm to, all federal, state, and local laws, rules, and regulations, and by all facility rules and regulations. Lessee agrees to acquire and pay for all licenses and permits related to the Materials and any facilities used by Lessee.

9. Storage

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

10. Adverse Conditions

Rebel Sun reserves the right to cancel use by Lessee 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 and regulations.

11. Insurance Requirements

Prior to delivery of the Materials to Licensee, Lessee must provide Rebel Sun with evidence of:

- a. **Property Insurance.** Lessee shall, at Lessee’s own expense, maintain at all times during the term of this Agreement, all risk perils property insurance (“Property Insurance”), covering the Materials from all sources (Materials Rental Floater or Production Package Policy) including but not limited to coverage for loss of use of the Materials, from the time the Materials is picked up by Lessee or a shipper at Rebel Sun’s place of business or placed upon a common carrier for forwarding to Lessee, as applicable, until the Materials are returned to and accepted by Rebel Sun. The Property Insurance shall be on a worldwide basis and name Rebel Sun as the loss payee with respect to the Materials and shall cover all risks of loss of, or damage or destruction to, the Materials. The Property Insurance coverage shall be sufficient to cover the Materials at their replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary and non-contributory coverage over Rebel Sun’s insurance.

b. **Workers Compensation Insurance.** Lessee shall, at Lessee's own expense, maintain worker's compensation insurance during the course of the rental of the Materials as required by applicable law and employer's liability insurance during the course of the rental of the Materials with minimum limits of \$1,000,000.

c. **Liability Insurance.** Lessee shall, at Lessee's own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Rebel Sun as an additional insured and provide that said insurance is primary and non-contributory coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

d. **Vehicle Insurance.** Lessee shall, at Lessee's own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Materials 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. Rebel Sun 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 Rebel Sun's insurance.

e. **Insurance Generally.** All insurance maintained by Lessee pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on Lessee as against Rebel Sun. Lessee shall hold Rebel Sun harmless from, and shall bear the expense of, any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, Lessee shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to Rebel Sun or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Lessee under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Lessee's liability for any loss. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Rebel Sun upon request with satisfactory evidence of the insurance, Rebel Sun may, but shall not be obliged to, procure the insurance and Lessee shall reimburse Rebel Sun on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. The grant by Lessee of a sublease of the Materials rented/leased shall not affect Lessee's obligation to procure insurance on Rebel Sun's behalf, or otherwise affect Lessee's obligations under this Agreement.

12. Certificate of Insurance

Prior to delivery of the Materials to Lessee, all of the required insurance policies provided above must be verified by Lessee providing Rebel Sun a certificate of insurance containing the following:

- a. List Rebel Sun as Loss Payee with respect to miscellaneous equipment, physical damage to autos, and comprehensive and collision. Lessee's insurance must be primary over all other insurance.
- b. List Rebel Sun as Additional Insured with respect to: comprehensive general liability and auto liability. Lessee's insurance must be primary over all other insurance.
- c. 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.
- d. Certificates shall be addressed to: Rebel Sun, 10280 Imperial Ave, Cupertino, CA 95014

13. Operators/Drivers

All Operators of the Materials shall be duly experienced, trained and qualified to operate the Materials. Although Rebel Sun may, from time to time, recommend certain qualified Operators with whom Rebel Sun is familiar, Rebel Sun does not supply Operators. Lessee must supply and employ any Operator who operates the Materials for Lessee and Operator shall be deemed to be Lessee's employee and acting under Lessee's supervision or control for all purposes and shall be covered as an insured on all of Lessee's applicable insurance policies. Further, any and all Drivers who drive the vehicles of Rebel Sun that Lessee is renting/leasing from Rebel Sun shall be duly licensed, trained and qualified to drive the rented/leased vehicles of Rebel Sun. Although Rebel Sun, from time to time, may recommend certain qualified drivers who are familiar to Rebel Sun, Rebel Sun does not supply Drivers. Lessee must supply and employ any Driver who drives Rebel Sun's vehicle and that Driver shall be deemed to be Lessee's employee for all purposes and shall be covered as an insured on all of Lessee's applicable insurance policies. For the avoidance of doubt, if a Driver is paid by Rebel Sun, the responsibility for the Driver's actions, nevertheless, shall rest entirely on Lessee. Lessee agrees to defend, indemnify, and hold Rebel Sun harmless for the actions of each Operator and Driver.

14. 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, part-time, temporary, 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.

15. Hold Harmless

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

- a. 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.
- b. Lessee shall conduct its activities with Rebel Sun's Materials so as not to endanger any person or property 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. Although Rebel Sun may install or set-up some or all of the Materials, Lessee will take reasonable precautions in regard to the use of the Materials to protect all persons and property from injury or damage. The Materials shall be used only by Lessee's employees or agents qualified to use the Materials.

16. Compliance With Law and Regulations

Lessee agrees to comply with the laws of all states in which the Materials are transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Materials. Without limiting the generality of the foregoing and by way of example, Lessee shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. Lessee shall indemnify and hold Rebel Sun harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Lessee's possession or use of the Materials including, without limitation, the full replacement value of the Materials in the event of seizure or impound, including Rebel Sun's reasonable costs and reasonable attorneys' fees.

17. Bailment

This Agreement constitutes an agreement or bailment of the Materials and is not a sale or the creation of a security interest. Lessee will not have, or at any time acquire, any right, title, or interest in the Materials, except the right to possession and use as provided for in this Agreement. Rebel Sun will at all times be the sole owner of the Materials.

18. Identity

Rebel Sun will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement a logo or identifying mark confirming Rebel Sun's ownership of the Materials.

19. Default

If Lessee fails to pay any portion or installment of the total fees payable hereunder or Lessee otherwise materially breaches this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, Rebel Sun shall have the right, at its option, to terminate this Agreement and cease performance hereunder. Lessee further agrees that the continuation of Rebel Sun's performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Rebel Sun's later assertion of its right to cease such performance at any time so long as such Default has not been cured.

20. 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.

21. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of this Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties. 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.

22. Applicable Law. This Agreement will be deemed to be executed and delivered in California and governed by the laws of the State of California.

23. Arbitration. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration in California, under the auspices of the Judicial Arbitration and Mediation Service (“JAMS”). The arbitration will be conducted by a single arbitrator in Santa Clara County, California, with Rebel Sun and Lessee agreeing to be subject to Santa Clara County as being the jurisdiction for such JAMS hearing, and the JAMS Streamlined Arbitration Rules shall be applied. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys’ fees and costs in addition to any other relief granted.

24. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

25. Facsimile/Scanned Signature. This Agreement may be executed in counterparts and by a digital DocuSign signature, facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

Lessee has read this Agreement and agree to all terms and conditions. Please return by FAX: 650-539-3550 or email: info@rebelsun.com

_____ for _____ on _____
(Lessee Signature) (Company Name) (Date)
Print Name:

_____ for Rebel Sun Productions LLC on _____
(Signature) (Company Name) (Date)
Print Name: