

RENTAL AGREEMENT

AGREEMENT DATE: _____
JOB: _____
SHOOT DATES: _____
LESSEE: _____

Lessee agrees and understands this contract supersedes any and all verbal and written communication. All changes must be in writing and signed by both parties.

Lessee agrees and understands that no lining out of any terms and conditions is allowed, and such terms shall be void and unenforceable.

Lessee agrees to pay Kempson Productions Support (KPS) the following:

- \$325.00 motor coach rental per calendar day portal to portal
- \$.50 per mile portal to portal
- \$4.00 per hour generator runtime
- a per gallon charge for fuel used at prevailing rate
- \$35.00 fee for clean and dump
- NOTE: \$100.00 rush charge for contracts signed and returned less than 24 hours prior call time

KPS will provide an invoice at week's end or close of shoot whichever occurs first (payment due 10 days net).

Lessee agrees to pay the driver

- \$200.00 per day up to 10 hours
- \$30.00 per hour from 11-14 hours
- \$40.00 per hour over 14 hours
- After 10:00 pm and Sundays time and a half
- Note driver time based on portal to portal - note portal address above
- Overnight shoots - Lessee will provide lodging and per diem at Lessee's expense

Driver payment is via KPS invoice

Additional Rentables

- Tables - \$8 per table per day
- Chairs - \$1.50 per chair per day
- Pop Ups - \$50 per Pop Up per day

7.25% Minnesota sales tax will be included on each invoice unless a signed and valid certificate of exemption form is on file with KPS.

Lessee agrees to provide KPS a valid certificate of insurance listing KPS as an additionally insured; coverage to include:

- General liability with a \$1,000,000 minimum
- Auto liability
 - non-owned auto of not less than \$30,000
 - Physical damage of not less than \$30,000.

Lessee accepts full responsibility and liability for the motor coach and its accessories beginning when it leaves KPS's place of business and ending when it is returned to KPS's place of business. Further, lessee agrees that its provided insurance will be the primary insurance.

Lessee agrees to hold harmless KPS from any and all claims, cost, expenses, damages and liabilities including attorney's fees, arising out of Lessee's use, misuse, or possession of the motor coach and its accessories.

Lessee agrees to pay all attorney's fees and costs incurred by KPS in enforcing its rights under this Agreement, as well as any collection costs. Lessee agrees any litigation arising between the parties under this Agreement shall be venued in Hennepin County.

Cancellation is as follows:

Less than 1 business day prior to shoot date, cancel fee is 100% of the coach and driver.

If this Agreement is to your complete satisfaction, please sign below, fax or email a copy to KPS and retain a copy for your files.

Signature Kempson Production Support

Job

Lessee

Authorized Signature

Date