

OnLocation Production LLC
Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT (“Agreement”) is made and entered into on _____ (the “Effective Date”), by and between OnLocation Production, LLC, a Nevada limited liability company (“OLP”), and _____, a [state] [type of entity] (“Customer”), upon the terms and conditions set forth below. Customer and OLP may collectively be referred to as “Parties” or individually as “Party” herein.

PURPOSE OF THE AGREEMENT

- A. WHEREAS, OLP is in the business of renting out certain equipment, supplies, and other materials it owns to be used in connection with video production;
- B. WHEREAS, OLP desires to provide the Equipment (defined below) to Customer and Customer desires to rent, the Equipment from OLP all on the terms and conditions set forth herein.
- C. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS OF EQUIPMENT RENTAL

- 1. Equipment. OLP agrees to provide and rent to Customer, and Customer agrees to rent from OLP, the Equipment set forth in a rental estimate which, when signed by both Customer and a representative of OLP, shall be incorporated herein by this reference at Schedule A (the “Equipment”).
- 2. Lease of Equipment. Under the terms of this Agreement, OLP shall lease to Customer, various items of film production equipment (collectively, “Equipment”) for a term (“Term”) more specifically defined in an Equipment Request (“Request“), attached hereto and incorporated by this reference. This rental transaction does in no way imply that the physical vehicle or trailer is part of the agreement. The Customer is solely renting the equipment contained herein and the generators attached to the units. OLP’s employees will be responsible for the delivery and return of the equipment that is being rented. Each Request shall be considered effective when executed by the Parties hereto and, upon such mutual execution, shall be incorporated herein by this reference.
- 3. Fees. Fees associated with renting the Equipment shall be outlined in the Equipment Request.
 - (i) *Payment Terms*. If Customer fails to make any of the payments required hereunder, Customer shall pay, on demand, all collection costs incurred by OLP (including reasonable attorney fees) together with interest on all amounts past due at the rate of one percent (1.0%) per month or at the maximum legal rate allowed for by applicable state law, whichever is higher. All rent and other sums, costs, expenses, charges, and payments which Customer,

pursuant to any provision of this Agreement, assumes or agrees to pay, shall be paid as provided herein or the applicable Request, without notice or demand, and without abatement, deduction, counterclaim, or setoff.

4. Inspection. OLP has tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the commencement of the Term. Customer represents and warrants that, prior to taking custody of any Equipment, it shall conduct an inspection to ensure its compliance with Customer's specifications. Unless otherwise provided in a Request, the Term shall commence the day the Customer takes possession of the Equipment. Customer assumes all risk of loss from the start of the Term through OLP's inspection of the Equipment, which shall take place no later than five business days following the return of the Equipment to an OLP facility. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by OLP.

5. Return of Equipment. Upon expiration of the Term, or earlier termination of this Agreement for any reason, Customer will surrender possession of the Equipment to OLP at Customer's sole cost and expense, together with all accessories, free from all damage and in the same condition and state of repair, reasonable wear and tear excepted, as it was when received. Unless otherwise provided in a Request, Customer shall be responsible for pickup and delivery of the Equipment to the location or locations ("Location") set forth in the Request or agreed by the Parties in writing on or before 10:00AM. Equipment returned after 10:00AM shall be subject to additional rental fees. Any arrangements with common carriers are the sole responsibility of Customer and must be made by Customer directly with the common carrier. All Equipment shipped to OLP by Customer must be shipped prepaid. Equipment shall not be considered returned, and the Term expired, until and unless all of the following conditions have been met: (i) equipment has been returned to OLP's premises during normal business hours; and (ii) an inventory has been completed and a list of any missing or damaged equipment has been compiled. Failure to return the Equipment upon expiration of the Term or earlier termination of this Agreement for any reason, Customer will be charged the applicable daily rate until the Equipment is returned. In addition to any other rights that we have under this Agreement, if Customer fails to immediately return the Equipment, OLP may arrange for the return of the Equipment at Customer's sole cost and expense.

6. Possession and Use of Equipment. Customer shall not sublet or grant use of any Equipment to any third party without OLP's prior written consent. Customer will only allow Customer's duly-qualified employees and/or agents to use the Equipment and will not use any Equipment in violation of any applicable law, rule, or regulation, including, without limitation, foreign, federal, state, and municipal laws, rules, and regulations.

7. Use of Equipment; Drivers. Customer agrees and acknowledges that, during the Term, Customer assumes full responsibility for the operation of the Equipment and represents and warrants that any and all operators of the Equipment shall be duly licensed, trained and qualified. Further, you agree not to operate or permit the operation of the Equipment in any manner which would contravene the uses and purposes stipulated in the insurance policies required herein or in violation of any laws, rules or ordinances and you shall be solely responsible for any fines, penalties or forfeitures occasioned by any violation thereof while using the Equipment

(including, without limitation, parking tickets and other infractions). OLP shall provide qualified drivers to transport the Equipment; under no circumstances shall Customer or any Customer agent drive the vehicles supplied by OLP.

8. Loss of or Damage to Equipment. Customer understands and acknowledges that OLP rents equipment in packages and the loss of one component of such a package can compromise OLP's ability to rent to other customers. Therefore, Customer agrees to be responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damage to or loss of the Equipment caused by OLP's sole negligence or willful misconduct. You are also responsible for loss of use and Customer shall fully compensate OLP for the loss of use of the Equipment, based on rental fees charged to Customer, during the time it is being repaired or replaced, as applicable.

9. Accident Reports. Customer will promptly notify OLP if any of the Equipment is 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. Customer shall promptly file all necessary accident reports, including those required by law and those required by applicable insurers. Customer and its employees and agents will cooperate fully with OLP and all insurers providing insurance under this Agreement in the investigation and defense of any claims and will promptly deliver to OLP any documents received in connection with any claim or proceeding at law or in equity begun or threatened against Customer and/or OLP.

10. Ownership of Equipment. At all times OLP shall remain the legal owner of the Equipment. This Agreement constitutes a bailment of the Equipment and is not a sale, nor does it create a security interest. Customer shall not have or acquire any right, title, or interest in or two the Equipment, except the right to its possession and use as provided for herein.

11. Insurance Requirements. During the Term, Customer shall, at Customer's expense, maintain at all times the insurances outlined in this Section 11, providing OLP with certificates of such coverage, signed by an authorized agent or representative of the insurance carrier. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation or material change in coverage with 10 day notice for non-payment of premium. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Customer shall provide, prior to expiration of the policies, certificates evidencing renewal insurance coverages. The parties agree that the failure of OLP to object to the form of certificate and/or additional insured endorsement provided shall not constitute a waiver by OLP of the requirements of this Section 11.

A. Property. Property insurance covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy-Inland Marine that includes coverage for leased and rented equipment or proof that the equipment has been scheduled on an Inland Marine policy which has been endorsed to cover leased or rented equipment) including coverage for, without limitation, (i) theft by force, (ii) theft by fraudulent scheme and/or "voluntary parting," (iii) mysterious disappearance, and (iv) loss of use of the Equipment, from the time the Equipment is picked up by Customer until the Equipment is returned to and accepted by OLP. The Property insurance shall be on a worldwide basis, shall name us as an additional insured and

as the loss payee with respect to Miscellaneous Rented or Leased Equipment and shall cover all risks of loss Inland marine policies will not cover all risk of loss...they are written on an open peril basis which covers a lot but it does exclude flood, earthquake, intentional damage etc. In order to keep your customers in good standing and not in breach I would change the language to open perils including coverage for flood and earthquake. of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value. Inland marine policies are also written on an actual cash value basis but some carriers do have the ability to endorse the policy to change the settlement option to replacement cost...The Property Insurance shall be primary coverage over OLP's insurance.

B. *Workers Compensation.* Statutory, including Employers' Liability with limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee. Waiver of subrogation in favor of OLP is required. The Customer shall obtain, or cause to be obtained, workers compensation coverage for all of its direct or leased employees assigned to the project, and OLP must be a named insured. Customer shall require the same workers compensation insurance coverages from its subcontractors as is required of it under this Agreement. Customer also agrees to waive any Worker's Compensation immunity, should any exist in favor of OLP.

C. *Commercial General Liability.* Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury shall be at least \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT/LOCATION basis, and such endorsement shall be noted on the certificate. This insurance shall not exclude coverage for completed operations. Customer shall continue this coverage for at least two (2) years following final payment in connection with this Agreement or longer if required by OLP. The description of operations must state "Blanket coverage for all projects and operations of Customer".

D. *Vehicle Insurance.* Coverages shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

E. *Owned and Non-Owned Aviation Liability Insurance.* If drones are to be used the renter shall obtain coverage for all owned and non-owned drone with limits of no less than \$1 million per-occurrence and aggregate.

F. *Umbrella Liability Insurance.* The Customer shall purchase and maintain Umbrella or Excess Liability Coverage with a limit of not less than \$5,000,000 per occurrence and in the aggregate.

G. *Additional Insureds.* An Additional Insured endorsement shall be provided to OLP naming OLP, using ISO additional insured endorsement (CG 2010), edition date 11/85, or an equivalent (or as broad as a combination of ISO's Scheduled Ongoing Operations, CG 2010 04/13, and ISO's Scheduled Completed Operations, CG 2037 04/13), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the Company being secondary or excess.

H. *Insurance Generally.* All insurance maintained by Customer pursuant to the provisions in this Section shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on Customer as against OLP. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. Customer shall hold OLP harmless to the fullest extent allowed by law 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, Customer shall promptly pay the deductible amount or self-insured retention or the applicable portion thereof to OLP 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 Customer under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Customer's liability for any loss. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide OLP upon request with satisfactory evidence of the insurance, OLP may, but shall not be obliged to, procure the insurance and Customer shall reimburse OLP such costs immediately upon demand. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. Customer shall provide OLP with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance related to this Agreement. Further, Customer agrees to notify OLP of any planned or potential shooting activities that involve Special Effects (SFX), Pyrotechnics, Waterworks, Stunts, Aerials, Drones, Lasers, or any other higher-risk activities. Customer may not proceed with such activities without OLP's prior written consent, which shall not be unreasonably withheld.

12. No Warranty; Limitation of Liability. The Equipment is rented AS IS and OLP makes no warranties or guarantees of any kind, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose. Further, OLP assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. OLP shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise, resulting from any delay, detention, late delivery, non-delivery, defect, or deficiency in Equipment or other materials supplied, stored, repaired, transported, received, or processed, or the services of technicians, drivers, or any other personnel or service provided by or through OLP. Customer agrees not to institute any legal action or proceeding against OLP seeking damages from, or to impose liability on, OLP in contravention of the preceding sentence. Customer agrees to assign to OLP, prior to execution thereon, the amount of any judgment obtained by Customer against OLP in connection with this Agreement which exceeds the actual amount of money paid by Customer to OLP under this Agreement.

13. Indemnification.

A. Customer agrees to defend, indemnify, and hold OLP harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Equipment including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the

Claim, except as the result of our sole negligence or willful act, during the Term.

B. Customer acknowledges that OLP does not make any representations or warranties with respect to the compliance of other users of the Equipment with the Centers for Disease Control and Occupational Safety and Health Administration guidelines regarding cleaning and sanitation of the Equipment. Customer further acknowledges that use of the Equipment may require Customer and its employees, representatives, agents, contractors, and vendors (collectively, "Production Personnel") to work in close proximity with one another for prolonged hours which may subject Customer and Production Personnel to health or safety risks (including, but not limited to, risk of contracting COVID-19). Customer, on behalf of itself and its Production Personnel, hereby voluntarily, knowingly, and fully accepts and assumes all health and safety risks associated with Customer's and Production Personnel's use of the Equipment. To the maximum extent permitted by law, Customer, on behalf of itself and its Production Personnel, hereby irrevocably and unconditionally releases and forever discharges OLP, and its parents, divisions, subsidiaries, related and affiliated companies, and their officers, directors and employees, from any and all claims, liabilities, causes of action, damages, costs, reasonable outside attorneys' fees, expenses, and compensation whatsoever of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Customer or Production Personnel may now have, have ever had, or hereafter may have against OLP relating directly or indirectly to or arising from Customer or Production Personnel's exposure to any virus, bacteria, illness or other disease during Customer's and/or Production Personnel's use of the Equipment (collectively, "Released Claims"). Customer understands and acknowledges that its indemnification obligations hereunder expressly apply to any third-party claims which may at any time arise out of, or result from, or relate in any way to the foregoing Released Claims. Additionally, it is of the essence of this Agreement that Customer immediately notify OLP in the event Customer knows or have good faith reason to believe either of the following has occurred: (i) any of the Production Personnel have tested positive for or are diagnosed with COVID-19 (or a mutation thereof) at any time prior to, during, or within fourteen (14) days after providing services to Customer in connection with the Equipment; and/or (ii) Customer is apprised of facts that one or more of its Production Personnel has (or may have) come into contact with someone with a confirmed case of COVID-19.

14. Screen Credits. If any of the Equipment is used, in whole or in part, in the filming or photography of any theatrical, television or home video motion picture or program, Customer agrees that OLP shall receive on-screen credit in the end credits in substantially the following form: "Production equipment provided by OnLocation Production." OLP shall not have any right to injunctive or equitable relief if Customer breaches this provision; however, upon receipt of written notice from OLP, Customer shall endeavor in good faith to prospectively cure any omission or failure to provide the above-specified credit.

15. Purchase Orders. OLP recognizes that not all companies use purchase orders ("POs") to secure equipment. If Customer or Customer's agent requires the use of POs, it is Customer's responsibility to clearly inform OLP of this fact and to follow standard PO procedure by formally requesting bids and promptly remitting PO numbers for approved bids before equipment can be picked up. Customer's approval of a [quote/Equipment Request] shall indicate Customer's agreement to be bound by this Agreement, and all terms listed on the respective bid/quote, including non-refundable booking charges, and cancellation fees of up to 50% of

quote amount.

MISCELLANEOUS PROVISIONS

16. Conflicting Terms. In the event of a conflict between the terms contained in this Agreement and those outlined in a Request, the Request shall control.
17. Identity of Parties. OLP and Customer agree that in no event will either party represent itself to be the agent of or associated with the other party in any way. OLP and Customer shall at all times ensure that third parties are fully apprised of the separate identities of OLP and Customer, and that neither OLP nor Customer has any liability associated with the business practices of the other
18. Notices. All notices and other communications hereunder shall be (i) in writing, dated with the current date of such notice, and signed by the party giving such notice, and (ii) mailed, postpaid, registered or certified, return receipt requested, addressed to the party to be notified, or delivered by personal delivery or by overnight courier. Notice shall be deemed given when received by the party to be notified or when the party to be notified refuses to accept delivery of the notice. The initial addresses of the parties shall be those written below, and the Parties shall be permitted to change such addresses from time to time and will provide the other Party with notice of the change.
19. Assignment. No party may assign this agreement without the prior written consent of the other party.
20. Rights and Remedies in Law or Equity. No rights or remedies given to OLP or Customer under this Agreement shall be construed to deprive OLP or Customer of any rights or remedies otherwise given by law or equity.
21. Attorney's Fees. If, on account of any breach or default by OLP or Customer of the obligations to the other under the terms, covenants, and conditions of this Agreement, it shall become necessary for either of the parties to employ an attorney to enforce or defend any of their rights or remedies under this Agreement and as permitted by the terms of this Agreement, the prevailing party shall be entitled to any reasonable attorney's fees incurred as a result of this enforcement or defense as well as being entitled to be reimbursed for all expenses incurred in connection with such enforcement or defense.
22. Entire Agreement. This instrument is the entire agreement between Customer and OLP respecting the subject matter hereof, and any agreement or representation respecting the subject matter or the duties of either Customer or OLP in relation to the subject matter hereof not expressly set forth in this instrument is null and void.
23. Entity Authorization. Each person executing this Agreement on behalf of a corporation or other legal entity warrants that he or she holds the position indicated beneath his or her signature and that he or she has been duly authorized by said corporation or other legal entity to execute this Agreement on its behalf.
24. Binding on Heirs and Successors. All of the terms, covenants, and conditions contained

in this Agreement shall apply to, inure to the benefit of, and be binding on the heirs, executors, administrators, successors, and assigns of the parties, except as otherwise provided in this Agreement.

25. Counterparts; Digital Images. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. Delivery of this Agreement and signatures affixed hereto may be accomplished by electronic transmission. In such an event, such electronically delivered signatures shall function in the same manner and have the same legal effect as original signatures. The Parties agree to accept a digital image of this Agreement, as executed by all Parties, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and like statutes and regulations.

26. Construction, Applicable Law, Venue, Construction. The laws of the State of Nevada shall apply to the interpretation, construction and enforcement of this Agreement and the exclusive venue for any litigation relating to this Agreement will be the state court sitting in Clark County, Nevada, and the parties hereby consent to such jurisdiction. The laws of the State of Nevada shall govern the validity, construction, and effect of this Agreement. Whenever any words of obligation or duty are used in connection with any party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

IN WITNESS WHEREOF, the parties have executed this Equipment Rental Agreement as of the date first written above.

OnLocation Production LLC:

Customer:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

SCHEDULE A – RENTAL EQUIPMENT