

**INSIGHT EQUIPMENT SERVICES, LLC
VEHICLE RENTAL TERMS & CONDITIONS**

PLEASE READ CAREFULLY. LESSEE IS LIABLE FOR LESSOR'S VEHICLES FROM THE TIME THEY LEAVE LESSOR'S YARD UNTIL THE TIME THEY ARE RETURNED TO LESSOR AND LESSOR SIGNS FOR THEM. LESSEE'S PICK-UP, ACCEPTANCE OF DELIVERY, AND/OR USE OF ANY OF LESSOR'S VEHICLES CONSTITUTES LESSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **Indemnity.** _____ ("Lessee") agrees to defend, indemnify, and hold Insight Equipment Services, LLC ("Lessor") and its affiliates, parents, directors, officers, shareholders, partners, officials, employees, agents, representatives and contractors 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 reasonable outside attorneys' fees ("Claims"), in any way arising from, or in connection with, any vehicle rented/leased ("Vehicle"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, from the time the Vehicle leaves Lessor's place of business until the Vehicle is returned to Lessor. The indemnities and releases described in this section or elsewhere in the Agreement will continue in full force and effect notwithstanding the expiration or termination of these Agreement Contract Terms and Conditions (the "Agreement") and are expressly made for the benefit of and will be enforceable by the indemnified parties. Lessee is responsible for loss, damage or destruction of the Vehicle, 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 Lessee's premises, except as follows:

- (a) Lessee shall not be responsible for damage to or loss of the Vehicle caused by Lessor's gross negligence or willful misconduct;
- (b) Lessee shall not be responsible for damage or loss resulting from normal wear and tear, mechanical or structural defect or breakdown due to failure on Lessor's part to perform normal, routine or scheduled maintenance.

2. **Protection of Others.** Lessee will take reasonable precautions in regard to the use of the Vehicle to protect all persons and property from injury or damage. The Vehicle shall be used only by its employees or agents qualified to use the Vehicle.

3. **Acceptance of the Vehicle by Lessee.** Acceptance of the Vehicle by Lessee shall occur at the time the Vehicle is inspected and removed by Lessee from Lessor's place of business.

4. **Inspection.** Lessee shall inspect the Vehicle prior to removing the Vehicle from Lessor's place of business using the inspection sheet provided by Lessor. Unless Lessee gives notice to Lessor of any defects in or damage to the Vehicle and such defects or damages are indicated on the inspection sheet prior to the removal thereof, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, Lessee has fully inspected the Vehicle and acknowledged the Vehicle is in good working condition and repair, and that Lessee is satisfied with and has accepted the Vehicle in such good condition and repair.

5. **Fees and Charges. Delivery Dates.** In consideration of Lessor's rental of the Vehicle to Lessee, Lessee shall pay to Lessor the rental fees and charges as specified in the Agreement and the corresponding Rental Documents (as defined below). Rental fees and charges for the Vehicle shall be due and payable for all periods from the start date for the applicable Vehicle (as indicated on the Rental Documents) and continuing up to and including the date of satisfactory return of the Vehicle to Lessor, including written acknowledgement of such return by Lessor's transportation dispatcher. Any Vehicle rented from Lessor on a specific P.O. shall remain charged to the original P.O. unless and until Lessee notifies Lessor in writing of any changes. Any changes shall be subject to Lessor receiving payment in full under the prior P.O. for the Vehicle and not otherwise in breach hereof and shall be subject to Lessor's approval. The dates and times for delivery of each Vehicle by Lessor or pick-up of each Vehicle by Lessee, as applicable (the "Delivery Dates"), shall be as agreed upon by the parties in the Rental Documents and will be subject to reasonable industry standards to deliver or make the Vehicle available for pick-up (as applicable) on the applicable Delivery Dates, subject to a reasonable cure period. The parties acknowledge that the Delivery Dates may

change based on Lessee's production needs and other factors; provided, however, that any changes to the Delivery Dates shall be mutually agreed upon by the parties.

6. **Care, Maintenance and Repair of Vehicle.** Commencing upon pick up of the rented Vehicle by Lessee, and continuing until its return to Lessor, Lessee shall be responsible for and hereby assumes all liability related to Lessee's possession, use, operation, storage, transportation and/or other acts or omissions related to the Vehicle. Lessee shall, at Lessee's sole expense, maintain the Vehicle in good condition, repair, and operating order and in accordance with the Vehicle manufacturer's specifications, throughout the term of this Agreement until the Vehicle is returned to Lessor. Lessee is responsible for all repairs to the Vehicle that are not the result of ordinary wear and tear. These repairs include, but are not limited to, those necessary to repair or replace (a) matching tires, (b) electrical and mechanical defects and malfunctions, (c) glass, paint, body, trim, grill work that is broken or damaged, and (d) interior areas (including rips, tears and burns). Repairs must be made with original equipment manufacturer parts. Lessee's use and/or repair of the Vehicle must not invalidate any warranty. All repairs shall be completed to the satisfaction of Lessor, and/or Lessor shall be entitled to make such repairs at Lessee's sole and exclusive expense. Lessor shall invoice Lessee for any such repairs (including Vehicle down-time and loss of use). All installations, replacements and substitutions of parts or accessories by Lessee shall be subject to Lessor's prior approval and shall constitute accessions and shall immediately become part of the Vehicle and shall be owned by Lessor. Lessee shall notify Lessor prior to installing, replacing, or substituting any parts or accessories. In the event Lessee remains in possession of the Vehicle for a period of thirty (30) days or more, Lessee agrees to sign Lessor's Motor Carrier Lease Addendum and Lessee shall service or cause the Vehicle to be serviced in accordance with all state and federally mandated inspections and compliance requirements and manufacturer specifications. Such compliance shall include, but not be limited to, maintaining a properly completed DOT fleet vehicle inspection form in the Vehicle at all times and maintaining and replacing appropriate fluid levels. Lessee's failure to comply herewith shall constitute a material breach of this Agreement giving rise to Lessor's right to exercise all remedies available, including but not limited to, immediate termination of the Agreement. Lessee shall not remove, alter, disguise, or cover up any ownership identification, VIN numbers, license plates, numbering, lettering, insignia or other markings of any kind on or in the Vehicle. Lessee hereby agrees that Lessor shall be subrogated to any recovery rights Lessee may have for damage to the Vehicles rented/leased.

7. **Damage to Vehicle; Loss.** In the event of any collision, accident, breakdown, loss, theft or other incident involving any Vehicle, Lessee shall immediately report the same to Lessee's insurance company. Lessee then shall report the accident to Lessor and follow Lessor's instructions with respect thereto. In any event, Lessee shall promptly provide Lessor with a written report of any such incident no matter how slight the damage or incident, giving names, license numbers, phone numbers and addresses of all parties and witnesses involved and licenses of all vehicles involved. At Lessor's direction, Lessee shall promptly return the damaged Vehicle to the location designated by Lessor for inspection and/or attempted repair and Lessee agrees not to attempt to repair such damaged Vehicle. Lessee shall reimburse Lessor for any and all costs and expenses (including applicable rental charges while repairs are being undertaken and/or rental charges for the period of time until damaged or stolen Vehicle is/are replaced) for loss, theft or damage to Vehicle during the term of this Agreement until its return to Lessor. Lessee shall be fully responsible for the Vehicle that is lost, stolen or damaged, including damaged beyond repair, in each case at then-current replacement cost.

8. **Citations.** Lessee is solely responsible for all parking and moving violation citations issued to the Vehicle during the term of this Agreement until the Vehicle is returned to Lessor, including without limitation tolls. Any unpaid citations will incur a service fee of \$50 per citation in addition to the actual cost of the citation. At no time shall Lessee allow any Vehicle to be impounded or encumbered by any federal, state, county, municipal or other authority. If Lessor is required to retrieve any Vehicle from any such impound or remove any such encumbrance, there will be a service fee of \$450 per Vehicle plus all costs associated with such retrieval or removal, all of which shall be borne exclusively by Lessee.

9. **Drivers.** All drivers who drive the Vehicle Lessee is renting/leasing from Lessor shall be duly licensed, trained and qualified to drive vehicles of this type. No driver under the age of 21 may operate the Vehicle at any time. No driver shall have been the subject of charges for driving under the influence of alcohol, drugs or controlled substances. Although Lessor may, from time to time, recommend certain qualified drivers with whom Lessor is familiar, Lessor does not supply drivers. Lessee must supply and employ any driver who drives the Vehicle (even if the driver is the registered owner of the Vehicle or owner of a company that owns the Vehicle) and that driver shall

be deemed to be Lessee's employee for all purposes and shall be covered as an additional insured on all of Lessee's applicable insurance policies.

10. **Property Insurance.** Lessee shall, at its own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Vehicle from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force; (ii) theft by fraudulent scheme and/or "voluntary parting"; or (iii) loss of use of the Vehicle. Coverage shall begin from the time Lessee or its agents pick the Vehicle up at Lessor's place of business, or take delivery of the Vehicle, whichever is applicable, and shall continue until the time the Vehicle is returned to and accepted by Lessor. The Property Insurance shall be on a worldwide basis, shall name Lessor as the loss payee with respect to the Vehicle and shall cover all risks of loss of, or damage or destruction to the Vehicle. The Property Insurance coverage shall be sufficient to cover the Vehicle at its replacement value but shall, in no event, be less than \$5,000,000. For feature films, property insurance coverage shall be no less than the total replacement cost for the Vehicle leased.

11. **Vehicle Insurance.** Lessee shall, at its own expense, maintain at all times during the term of this Agreement, business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading the Vehicle 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. The Vehicle Insurance shall name (i) Lessor, (ii) Insight Equipment, LLC, and (iii) any other person or entities that Lessor may reasonably require from time to time 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 caused by any vehicles. The Vehicle Insurance shall provide not less than \$3,000,000 in combined single limits liability coverage and actual cash value for physical damage 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 Lessor's insurance. Limits can be provided in combination with an Umbrella Liability policy, which is written on a follow form basis.

12. **Workers Compensation Insurance.** Lessee shall, at its own expense, maintain at all times during the term of this Agreement, worker's compensation/employer's liability insurance during the course of the Vehicle rental with minimum limits of \$1,000,000.

13. **Liability Insurance.** Lessee shall, at its own expense, maintain at all times during the term of this Agreement, commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name (i) Lessor, (ii) Insight Equipment, LLC, and (iii) any other person or entities that Lessor may reasonably require from time to time as an additional insured and provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Lessor's insurance. 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 \$10,000,000 (including the coverage specified above) and not less than \$10,000,000 per occurrence. Limits can be provided in combination with an Umbrella Liability policy, which is written on a follow form basis.

14. **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 Lessor. Lessee shall hold Lessor 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 the deductible amount or self-insured retention or the applicable portion thereof to Lessor 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 Lessor upon request with satisfactory evidence of the insurance, Lessor may, but shall not be obligated to, procure the insurance and Lessee shall reimburse Lessor 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 Vehicle rented/leased shall not affect Lessee's obligation to procure insurance on Lessor's behalf, or

otherwise affect Lessee's obligations under this Agreement. All required insurance policies shall be maintained with insurance companies permitted in New York and holding an AM best rating of no less than A-VIII.

15. **Cancellation of Insurance.** Lessee and its insurance company shall provide Lessor with written notice prior to the effective date of any cancellation or material change to any insurance maintained by Lessee pursuant to the foregoing provisions in accordance with the policy provisions, but in no event less than ten (10) business days.

16. **Certificate of Insurance.** Before obtaining possession of the Vehicle, Lessee shall provide to Lessor Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

17. **Compliance with Law.** Lessee hereby agrees to comply with the laws of all states in which the Vehicle is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Vehicle. Without limiting the foregoing, Lessee is solely responsible for obtaining a Federal Motor Carrier Identification (USDOT) Number. Pursuant to FMCSR 390.21, Lessee shall placard any Vehicle which shall include "Operated by: Lessee's name, city and state of origin and USDOT Number". Lessee shall bear the cost of (i) removing any such sign, marking or equipment at the termination of this Agreement and (ii) repairing any damage caused by such sign, marking, equipment or removal. The Vehicle is licensed to operate only in the state of registration listed. Operation outside of the state may or may not require fuel and trip permits. These permits are to be obtained solely by Lessee. Lessor makes no representation whatsoever that the Vehicle is part of the International Fuel Tax Agreement (IFTA). Lessee shall be responsible for any and all fines or penalties incurred by operating the Vehicle without proper permits. Lessor agrees that, where necessary, the Vehicle will stop at permanent and temporary weigh stations and inspection points as is required by state and federal laws. Failure to do so may result in fines and penalties for which Lessee will be solely responsible. Lessee shall ensure that all operators and users are appropriately licensed, insured, experienced and trained in operation and use of the Vehicle and with appropriate driving records, in accordance with customary industry use and safety standards and applicable laws.

18. **Bailment.** This Agreement constitutes an agreement or bailment of the Vehicle 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 Vehicle, except the right to possession and use as provided for in this Agreement. Lessor is the sole owner (or authorized agent of the owner) of the Vehicle.

19. **Expenses.** Lessee will be responsible for all expenses, including, but not limited to, fuel, lubricants, and all other charges in connection with the operation of the Vehicle.

20. **Loading, Unloading and Transportation:** In the event that Lessee loads the Vehicle for transit to or from Lessor's place of business, it shall do so at its own cost, expense and shall assume all risk and liability for doing so.

21. **Risk of Loss; No Warranties:** The Vehicle rented hereunder shall be used at Lessee's sole risk. Lessee assumes all responsibility for the Vehicle during the term of this Agreement until the Vehicle is returned and accepted by Lessor. Lessor shall be relieved from the risk of loss or damage to the Vehicle upon acceptance of the Vehicle by Lessee or removal of the Vehicle by Lessee from Lessor's premises, whichever occurs first, and continuing through acceptable return of the Vehicle to Lessor. No representations or warranties not specifically contained in this Agreement have been made by either party and Lessee specifically acknowledges and agrees that LESSOR MAKES NO WARRANTIES OF ANY KIND, MANNER OR DESCRIPTION, EXPRESS OR IMPLIED, RELATED TO THE VEHICLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

22. **Independent Contractor:** None of Lessee, including its officers, agents, contractors, delegates, representatives or employees (collectively, the "Lessee Parties") shall be considered to be nor hold itself/himself/herself/themselves out at any time as agents, servants, workers, representatives or employees of Lessor, including its officers, agents, contractors, delegates, representatives or employees (collectively, the "Lessor Parties") for any purpose whatsoever. No Lessee Party shall purport or attempt to bind Lessor or any Lessor Parties to any obligation for any purposes. Lessee shall be solely responsible for hiring, supervising, directing and paying all Lessee Parties, and for the payment and withholding of all payroll and other taxes imposed upon or determined by applicable

wages and salaries of such Lessee Parties and for complying with all applicable workers and unemployment compensation laws, occupational disease and temporary disability laws.

23. **Right to Possession.** Lessee will be entitled to the absolute right to the use, operation, possession, and control of the Vehicle during the term of this Agreement, provided Lessee is not in default of any provision of this Agreement or subject to any security interest Lessor may have given or may give to any third party during the term of this Agreement. Lessee will employ and have exclusive control, supervision, and responsibility over any operators or users of the Vehicle, except when such operator or user of the Vehicle is Lessor.

24. **Use.** Lessee will use the Vehicle in a careful and proper manner and will not permit the Vehicle to be operated or used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Vehicle (including cell phone laws), nor in a manner inconsistent with customary industry use and/or safety standards. Lessee agrees to reimburse Lessor in full for all damage to the Vehicle arising from any misuse or negligent act by Lessee, its employees or agents, and third parties. Lessee will indemnify and hold Lessor harmless from any liabilities, fines, forfeitures, or penalties, including Lessor's reasonable costs and attorneys' fees for violations of any federal, state, or local statute, rule, or regulation. No smoking is permitted in any Vehicle. This applies to all smoking products, including electronic and/or vapor tobacco products and devices. Smoking in any Vehicle will result in an automatic additional fee of not less than \$150 per Vehicle, in addition to any damages caused to the Vehicle such as interior burns. Consumption of alcoholic beverages, illegal drugs or controlled substances by anyone operating or working on the Vehicle is strictly prohibited. Lessee agrees not to remove the Vehicles from the state in which the Vehicles were leased without specific written approval by Lessor. In no event, may any Vehicle be removed from the territory of the United States.

25. **Accident Reports.** If the Vehicles 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, Lessee will promptly notify Lessor of the occurrence, and Lessee will file all necessary accident reports, including those required by law and those required applicable insurers. Lessee, its employees, and agents will cooperate fully with Lessor and all insurers providing insurance under this Agreement in the investigation and defense of any claims. Lessee will promptly deliver to Lessor any documents served or delivered to Lessee, its employees, or its agents in connection with any Claim or proceeding at law or in equity begun or threatened against Lessee, Lessor, or both.

26. **Default.** At Lessor's option, Lessor may, by written notice to Lessee declare Lessee in default on the occurrence of any of the following:

- (a) Failure by Lessee to make payments or perform any of its obligations under this Agreement;
- (b) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or Lessee's reorganization under any law, or the appointment of a receiver or trustee for Lessee's goods and chattels or any assignment by Lessee for the benefit of creditors;
- (c) Expiration or cancellation of any insurance policy to be paid for by Lessee as provided for under the terms of this Agreement;
- (d) Involuntary transfer of Lessee's interest in this Agreement by operation of law; or
- (e) Destruction or removal of the Vehicle from the state in which the Vehicle was leased, unless Lessee had specific written permission to transport the Vehicle to a specific state.

After Lessee's default, and on notice from Lessor that Lessee is in default, Lessor will have the following options:

- (a) To terminate the Agreement and Lessee's rights under the Agreement;
- (b) To declare the balance of all unpaid rent and all other charges of any kind required of Lessee under the Agreement to be payable immediately, in which event Lessor will be entitled to the balance due together with

interest at the rate of ten percent (10%) per annum, from five (5) business days after the date of notification of default to the date of payment;

(c) To repossess the Vehicle without legal process free of all of Lessee's rights to the Vehicle. Lessee authorizes Lessor or Lessor's agent to enter on any premises where the Vehicle is located and repossess and remove it. Lessee specifically waives any right of action Lessee might otherwise have arising out of the entry and repossession, and releases Lessor of any claim for trespass or damage caused by reason of the entry, repossession, or removal;

(d) Removal of any discounts provided to Lessee by Lessor.

After default, Lessee will reimburse Lessor for all reasonable expenses of repossession and enforcement of Lessor's rights and remedies, together with interest at the rate of ten percent (10%) per annum from the date of default. Notwithstanding any other provisions of this Agreement, if Lessor places all or any part of Lessor's claim against Lessee in the hands of an attorney for collection, Lessee agrees to pay Lessor, in addition to other sums that may be awarded, Lessor's reasonable attorneys' fees and costs.

Lessor's remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

27. **Return.** Upon the expiration date or termination of this Agreement with respect to any Vehicle, Lessee will return the Vehicle to Lessor, together with all accessories, free from all damage, and in the same condition and appearance as when received by Lessee, allowing for ordinary wear and tear. If Lessee fails or refuses to timely return the Vehicle to Lessor, Lessor shall have the right to take possession of the Vehicle upon expiration or termination of this Agreement and for that purpose to enter any premises where the Vehicle is located without being liable in any suit, action, defense or other proceedings to Lessee.

28. **No Encumbrance.** Lessee will not pledge, encumber, create a security interest in, or permit any lien to become effective on any Vehicle. If any of these events takes place, Lessee will be deemed to be in default, at Lessor's option. Lessee will promptly notify Lessor of any liens or other encumbrances of which Lessee has knowledge. Lessee will promptly pay or satisfy any obligation from which any lien or encumbrance arises and will otherwise keep the Vehicle, and all title and interest, free of any liens and encumbrances. Lessee will deliver to Lessor appropriate satisfactions, waivers, and evidence of payment.

29. **No Assignment or Sublease.** Lessee will not sublease the Vehicle or enter into any assignment of the Agreement. Any attempt to assign the Agreement or sublease the Vehicle is hereby deemed void. Lessee must seek specific written permission from Lessor to assign or sublease the Vehicle.

30. **Limitation of Liability.** In the event of a dispute between the parties arising out of this Agreement, Lessor's liability shall be limited to any amounts paid to Lessor in accordance with this Agreement and in no event shall Lessor be liable for any claim or demand for any amounts representing loss of profit or loss of business nor shall Lessor be liable for any special, indirect, incidental, consequential, or punitive damages.

31. **Notices.** Except as otherwise expressly provided by law, any notices or other communications required or permitted by this Agreement or by law, to be served on or given to either party by the other party, will be in writing and will be deemed duly served or given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at the address set forth in the Rental Documents, and to Lessor at 34-24 Vernon Boulevard, Long Island City, New York, 11106. Either party may change its address for the purpose of this provision by giving written notice of the change to the other party in the manner provided in this provision.

32. **Additional Vehicles.** Additional Vehicles may from time to time be added as the subject matter of this Agreement, as agreed on by the parties. Any additional Vehicles will be added in an amendment describing the Vehicle(s), the monthly rental, security deposit, and stipulated loss value of the additional Vehicles. All amendments

must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

33. **Entire Agreement.** This Agreement and any attached customer information sheet, rental sheets, orders, schedules, deal memos, quotes, and any other documentation relating to Lessee's orders hereunder and agreed upon or confirmed by the parties (collectively, the "Rental Documents"), which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof; provided, however, that to the extent any terms and conditions contained in or attached to any purchase order, order form, or other document issued by Lessee conflict with the terms and conditions set forth herein, this Agreement shall control. The terms and conditions in this Agreement shall constitute the master terms and conditions governing all rentals of Vehicles by Lessor to Lessee for the project identified in the Rental Documents.

34. **Ownership of Photographs/Footage.** Lessor acknowledges that between Lessor and Lessee, Lessee shall own all photographs, film, videotape and/or audio and/or video recordings made by Lessee using the Vehicles ("Recordings"), including distribution rights in any and all media now known or hereafter devised, and Lessor has no rights in or to any such Recordings by reason of this Agreement. However, Lessee must obtain written permission to use Lessor trade names, trademarks, logos etc. in any Recordings. Notwithstanding the foregoing, Lessee acknowledges that Lessor makes no representations or warranties with respect to the Lessee's right to the Recordings. Lessee will indemnify Lessor from any damages, claims, suits or demands by third parties resulting from Lessee's use of the Recordings, including, without limitation, any trademarked or copyrighted symbols, or other intellectual property incorporated in the Recordings.

35. **Governing Law and Waiver of Jury.** The validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in the state or federal courts sitting in New York, New York, and the parties waive any claim or defense that such forum is not convenient or proper. The parties to this Agreement hereby agree to a court ("Bench") trial and waive a jury trial in the event that there is litigation between the parties.

36. **Authority.** Lessee represents and warrants that it has the full right, power and authority to execute and deliver this Agreement and to perform its duties and obligations hereunder, without the need for any additional authorizations, consents or approvals, and that this Agreement constitutes the valid and binding obligation of each of the parties hereto, in accordance with the terms herein. Each party hereto represents and warrants that the person(s) executing this Agreement on such party's behalf is/are authorized to do so, and that the execution of this Agreement by such person(s) shall bind such party to the terms and conditions of this Agreement.

37. **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.

**WE AGREE TO THE ABOVE TERMS AND CONDITIONS
AUTHORIZED REPRESENTATIVE OF LESSEE:**

NAME (PLEASE PRINT)

SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE OF LESSOR:

NAME (PLEASE PRINT)

SIGNATURE

DATE