

EXPRESSWAY CINEMA RENTALS BLANKET COD RENTAL AGREEMENT



3449 West Indiana Ave
Philadelphia PA 19132

Customer (Company) Name: _____
Contact Name: _____
Address: _____ City/State/Zip: _____
Phone: _____ Email: _____
Effective Date: _____

Please note our Hours of Operation (9AM-5PM Monday-Friday):

- Rentals are due by **12PM** on the date of return.
- Non-Camera Rental pickups and checkouts start at **1PM** and must be completed by **5PM**.
- Camera checkouts can be scheduled between **10AM - 5PM** (Checkouts should be scheduled prior to arrival).
- The Accounting Department closes promptly at **5PM** so all paperwork must be submitted before that time to be processed.

This **BLANKET RENTAL AGREEMENT** ("Agreement") is entered into on the Effective Date set forth above between Expressway Cinema Rentals LLC ("Expressway"), a Pennsylvania limited liability company with an address at 3449 W. Indiana Avenue, Philadelphia, PA 19132 and the Customer whose information is listed above ("Customer").

1. *Equipment and Crew Rented.* Expressway agrees to rent to Customer and Customer agrees to rent from Expressway the Equipment, Vehicles, Services and Crew described in any and all estimates and invoices submitted by Expressway throughout the term of this agreement as outlined in paragraph 4, subject to the terms and conditions set forth herein.
2. *Credit.* If Customer's rental of equipment shall be used for production of a motion picture, Customer agrees to credit Expressway as "Camera, Lighting and/or Grip Equipment provided by Expressway," or language substantially similar thereto, in any versions of the motion picture in any medium now existing or hereafter devised, as well as displaying the logo for Expressway Grip (to be provided to Customer by Expressway) therewith. Customer shall endeavor to require any assigns, licensors and/or similar entities, including but not limited to distributors, to adhere to the terms set forth in this paragraph, which shall coincide with the length of the copyright to the motion picture.
3. *Inspection by Customer.* Customer or a designated representative of the Customer shall thoroughly inspect the equipment for any damage, defects or failure to perform ("check-out") before equipment leaves Expressway's premises; 3449 W Indiana Avenue ("place of business"). If Customer finds any defects or damage to the equipment, or the equipment does not work in any capacity or fails to perform in any manner, Customer must inform Expressway of any such defect, damage, or non-performance, prior to equipment leaving Expressway's place of business. Should Customer fail to inform Expressway of any such defect, damage or failure of the equipment to perform, Customer shall thereafter assume all risk, responsibility and liability therefore, as set forth herein. The equipment shall be deemed to have been delivered in good working condition, free from damage or defects. Notwithstanding anything to the contrary herein, **CUSTOMER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT CUSTOMER'S TAKING POSSESSION THEREOF SHALL CONCLUSIVELY ESTABLISH THAT CUSTOMER ACCEPTS THE EQUIPMENT IN ITS "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, WITHOUT ANY OBLIGATION OF EXPRESSWAY TO MAKE ANY IMPROVEMENTS, ALTERATIONS OR REPAIRS THERETO. CUSTOMER ACKNOWLEDGES THAT EXPRESSWAY HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT OR ITS FITNESS FOR CUSTOMER'S PURPOSES**
4. *Term and Termination.* (i) The term of this Agreement shall commence upon full execution of this Agreement and continue indefinitely unless terminated by either party in writing and with 30 days notice ("Agreement Term"). This Agreement shall cover all orders placed with Expressway during the Agreement Term. (ii) The term of each order is determined by the check-out

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Customer Initial _____

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and check-in dates requested by the Customer and listed on each estimate and invoice ("Order Term"). An Order Term does not end until all crew, equipment and vehicles have been returned, inventoried and fully inspected by Expressway.

5. *Equipment Rental Fee and other Payments.* Customer shall pay to Expressway an amount equal to the sum of (i) the daily rental rate multiplied by the agreed upon billable days set forth on each individual Rental Schedule ("Rent"), (ii) freight to and from Customer's location, (iii) all applicable sales and/or use taxes, and (iv) all costs required for the delivery, installation, de-installation and return of the equipment. If the Order is not returned to Expressway at its place of business or other designated location by the agreed upon check-in date and time of each order, Customer shall pay to Expressway an amount equal to the sum of the daily rental rate for each day after the scheduled end of Order Term plus an administrative fee of \$250, plus any and all costs incurred by Expressway as a result of the delay with time being of the essence. In addition, Customer shall provide a deposit on the equipment, equal to the amount of the insurance deductible. Deposit shall be refundable to Customer upon the return of equipment in undamaged condition. All payments are to be Collected On Delivery or before the commencement of each checkout unless expressly agreed upon otherwise in writing (COD). Any payments not made COD are subject to a 5% late fee recurring each month at the sole discretion of Expressway.

6. *Crew Services and Payments.* All Expressway-provided crew rates are based on a ten (10) hour day. Overtime is calculated at one and one half hour rate after ten hours and double-time (two hours rate per hour) after twelve hours. Travel time is calculated at straight hourly rate based on the standard ten (10) hour day. US Department of Transportation requires all Expressway vehicle rentals to be accompanied by an Expressway-provided Driver/Technician. Driver rate is based on a ten (10) hour day portal-to-portal. Driver overtime rate is calculated at one and one half hour rate after ten hours and double-time (two hours rate per hour) after twelve hours. When crew is provided by Expressway, crew meals are required every six (6) hours during production. Crew meals are defined as a breakfast, lunch or dinner break of at least thirty (30) minutes during production. Expressway reserves the right to charge a rate of \$15 per Expressway crew member, per every fifteen (15) minutes past the sixth hour until a meal is provided and/or any encroachment into the full (30) minute meal break. All crew and/or personnel provided by Expressway shall be the sole responsibility of the Customer and covered exclusively by the Customer's insurance and worker's compensation policy during the entirety of any rental Order Term throughout the Agreement Term. Crew payments are to be made before the commencement of each checkout unless expressly agreed upon otherwise in writing. Any Crew payments not made COD are subject to a 5% late fee recurring each month at the sole discretion of Expressway.

7. *Care, Use, Maintenance, Repair and Risk of Loss.* Customer will provide adequate storage and care for all Expressway equipment and vehicles during the entirety of any rental Order Term throughout the Agreement Term, and keep them in good condition and working order. Customer shall insure that the equipment is used in accordance with the manufacturer's guidelines and shall not allow any use that would invalidate the manufacturer's warranties and/or maintenance services for the equipment. Any damages occurring to rented equipment while under the care of the Customer during any Order Term will be repaired at Customer's expense.

8. *Insurance Requirements.* All crew, products, equipment, and vehicles provided by Expressway shall be the sole responsibility of the Customer and covered exclusively by the Customer's insurance policies during the entirety of any Order Terms. Customer shall carry bodily injury and property damage liability insurance during the term of this Agreement in amounts and against risks customarily insured against by the Customer for equipment owned by it. Customer shall produce, at the time of rental, a certificate of insurance acceptable to Expressway in its sole and absolute discretion with limits in the amount of \$1,000,000 per occurrence and \$\$1,000,000 in the aggregate, which certificate specifically names Expressway as an additional insured and loss payee. Moreover, such policy shall contain a waiver of any unattended vehicle provisions. Customer is required to carry a worker's compensation policy covering all Expressway-provided crew during the entirety of every Order Term.

9. *Risk of Loss and Damage.* For the entirety of every Order Term, Customer will be responsible for all risks of physical damage to or loss or destruction of the equipment while under Customer's care. If the equipment, or any part thereof, is lost, destroyed or rendered unusable, Customer shall promptly notify Expressway, and Customer shall pay to Expressway the aggregate unpaid rent plus the replacement value and shipping costs of the equipment, as reasonably determined by Expressway (the "Casualty Value"). If the rented equipment, or any part thereof, has been damaged while in Customer's care, custody and control, or during an Order Term, Expressway shall be entitled to keep Customer's Deposit, plus or minus the cost of any repairs to the damaged equipment.

10. *Indemnity. Waiver of Liability.* Expressway shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Customer, its agents, servants, employees, or any other hired person, during or after any Order Term. Customer agrees to hold Expressway harmless from and indemnify Expressway from any such loss or damage and waives all claims against Expressway by reason thereof. Customer shall defend, indemnify and hold harmless Expressway, its agents, assigns, representatives, officers, servants, and employees from and against any and all losses, liability

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claims, damages, injuries, demands, actions and causes of action whatsoever, including death to persons arising out of or related to any loss, damage or injury claimed by persons arising out of the selection, possession, renting operation, control, use, maintenance, delivery, return or other disposition of Expressway's equipment, Crew and services. Expressway assumes no liability or responsibility for any acts or omissions of Customer or its agents, servants, or employees. Customer shall notify Expressway immediately of any and all incidents, occurrences, accidents and damage resulting from the transport, use, and/or operation of the equipment and or Crew.

11. *No Agent*. Customer shall in no event be deemed the agent or employee of Expressway in any manner or for any purpose whatsoever. Expressway shall in no event be deemed the agent or employee of Customer in any manner or for any purpose whatsoever.

12. *Down Payment Policy*. All orders over \$5,000 and including Expressway-provided Crew services require a 50% non-refundable down payment toward the order total. Down payment shall be made in full prior to any start of work by Expressway-provided crew and/or personnel.

13. *Cancellation Policy*. Should Customer "Cancel" or reschedule the start of a "Confirmed" order to a new Check-Out date ("Delayed"), the following Cancellation Fees will apply:

- Cancellation Fees for all *Confirmed* orders over \$500:

Cancelled or Delayed less than 1 Full Business Day(s) prior to Check-Out date of reservation: 10% of rental total

- Cancellation Fees for *Confirmed* orders over \$5,000:

Cancelled or Delayed less than 3 Full Business Day(s) prior to date of reservation: 25% of rental total

Cancelled or Delayed less than 1 Full Business Day(s) prior to date of reservation: 50% of rental total

- Cancellation Fees for *Confirmed* orders which include Crew Services and/or Vehicle Rental:

Cancelled or Delayed less than 2 Full Business Day(s) prior to date of reservation: 100% of Crew Services total and 50% of Vehicle Rental Total

- At the sole-discretion of Expressway Cinema Rentals, LLC and its employees:

Any/all Confirmed orders cancelled at any time prior to the Check-Out date are subject to a 5% restocking fee.

Upon any cancellation, any Sub-Rental and/or Special Order fees incurred by Expressway Grip are the sole financial responsibility of the Customer.

14. *Definition of "Business Day"*. Business Days are standard terminology referring to the portion of the week that business is traditionally conducted in the United States of America. These days are as follows: Monday, Tuesday, Wednesday, Thursday and Friday. The weekend, including Saturday and Sunday, are not included as Business Days. A "Full Business Day" is 24 hours prior to the start of the next Business Day (12am), excluding weekends ie; One Full Business Day prior to a Monday Check-Out would be 12am on Friday morning.

15. *Definition of "Confirmed" Order*. Confirmed orders are defined as any/all order(s) and date(s) that are verbally, written and/or digitally approved and accepted directly to a representative or employee of Expressway by Customer or an authorized agent of the Customer.

16. *Non-Waiver*. If any provisions of this Agreement are waived or any person or circumstance is held invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall remain valid and enforceable. Either party's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or either party's waiver of any breach under this Agreement shall not be construed to be a waiver of any other terms, conditions, or privileges, whether of a similar or different type.

17. *Representations and Warranties of Customer*. Customer represents and warrants that execution, delivery and performance of this Agreement by the Customer has been duly authorized by all necessary corporate action; that the individual executing such

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was duly authorized to do so; and the Agreement constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its respective terms.

18. References. Expressway reserves the right to contact any of the Trade References set forth on the following page to determine if it will enter into this Agreement. Further, Expressway reserves the right in its sole and absolute discretion to require additional evidence of Customer’s ability to satisfy its obligations under this Agreement as determined by Expressway in its sole and absolute discretion. If Expressway determines that it is unsatisfied with any of the foregoing it may terminate this Agreement for any or no reason without penalty

I, the Customer, by signing the “Customer Signature” below confirm that I have read the rental agreement above and understand and agree to be legally bound to the terms and conditions set forth herein on the “Effective Date” first written above.

Authorized Signatory (Please Print) : _____

Drivers License # (Valid Photo ID must accompany): _____

Customer Signature: _____

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TRADE REFERENCES

Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____