

Rental Agreement

This Rental Agreement (the "**Agreement**") states the terms and conditions that govern the contractual agreement

BETWEEN:

(the "**Renter**")

AND:

Nathan Gardocki Productions, LLC (the "**Rental House**")
4300 N Post Road, Building C Suite 100
Spencer, Oklahoma 73084
United States
rentals@ngpfilm.com
405.420.0577

who agree to be bound by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Renter and the Rental House (individually, each a "**Party**" and collectively, the "**Parties**") covenant and agree as follows:

- **1. RENTAL SERVICES.** On the terms and subject to the conditions contained in this Agreement, Renter may, from time to time upon approval of Rental House, place one (1) or more orders ("**Rental Orders**") to procure from Rental House one (1) or more goods and/or material items ("**Rented Items**") to be more particularly described in one (1) or more supplemental rental documents, including, but not limited to, rental forms, estimates, price sheets, equipment lists, rental lists, and invoices ("**Rental Documents**").
- **2. TERM; TERMINATION.** This Agreement, including any and all Exhibits and/or Addenda attached hereto, shall be in force unless terminated: (a) by Renter, with 30 days' advanced written notice to Rental House ("**Termination Notice Period**"), provided termination shall not apply to Rental Orders which are either (i) then in effect pursuant to the terms of this Agreement, (ii) in active negotiation as of the date of such notice and which are executed within ten (10) business days thereafter, (iii) the subject of continuing Rental Agreements, and/or (iv) subject to an outstanding balance; or (b) by Rental House, at any time, immediately upon written notice to Renter.
- **3. ACQUISITION, INSPECTION, AND RETURN.**
 - a. Prior to booking a Rental Order, Renter must have an active account with Rental House. Renter can initiate an account application by submitting to Rental House current/updated contact information and paperwork ("**Account Paperwork**") which may be required by Rental House from time to time and which may include, but is not limited to:



- i. This Agreement executed by Renter;
 - ii. Valid credit/debit card information;
 - iii. Copy of cardholder's valid photo ID;
 - iv. Copy of Renter's valid photo ID; and
 - v. Certificate(s) of insurance (if applicable)
- b. Rental House, at its sole discretion, will determine the acceptability of Renter's Account Paperwork, and reserves the right to reject any paperwork/information and/or to request revised/additional paperwork/information from Renter from time to time and at any time.
- c. Unless otherwise agreed upon by both Parties, pickups and returns shall be made during Rental House's normal hours of operation. The Rental House's standard hours of operation will be those listed on the Rental House's website (www.ngpfilm.com), excepting special closings/hours due to non-standard events (including, but not limited to, holidays, inclement weather, company retreats, emergencies, etc.).
- d. Renter shall have an opportunity (the **"Inspection Period"**) to inspect Rented Items at the time of check-out/delivery. The Inspection Period will end upon the earlier of: (i) the Renter or Renter's agent signing the rental form for the Rental Order, or (ii) 24 hours after check-out/delivery. *Notification of damaged and/or faulty Rented Items discovered during the Inspection Period must be submitted via load-out form, phone call to 405.420.0577 (must leave voicemail if Rental House does not answer call), emergency text hotline (405.227.0540), or e-mail to rentals@ngpfilm.com.* Any Rented Items found to be missing, damaged, and/or faulty during the Inspection Period shall be replaced, refunded, or discounted by Rental House at Rental House's discretion, as long as Renter notifies Rental House of such issues before the end of the Inspection Period, and excepting damage caused by the action(s), negligence, and/or misconduct of Renter. Renter shall be held liable for any damages to Rented Items found after the Inspection Period.
- e. The standard method of acquisition will be for the Rented Items to be transferred directly from Rental House to the Renter (and vice-versa for return). For the duration of any applicable Rental Orders, both Parties agree and understand that all Rented Items will be in Renter's possession, care, custody, and control, and Renter assumes all risk and expense for all Rented Items from the time of pickup from the Rental House until the Rented Items are returned back to the Rental House, including, but not limited to, the loading, unloading, testing, and/or handling of the Rented Items by the Renter on Rental House property (the **"Rental Period"**). In the event of non-standard acquisition/return (such as shipping, night drop, or third-party pickup/delivery), the Rental Period shall encompass the duration of time from the moment the Rented Items leave Rental House's direct possession via the pre-determined method of acquisition until the Rented Items have been returned to Rental House.
- f. Renter shall return the Rented Items to Rental House in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof excepted. Such return shall be at an agreed upon time/place, per the most recent approved rental estimate. At such time, Renter will relinquish control of the Rented Items to Rental House. Rental House's acceptance of the Rented Items upon return by Renter shall not represent Rental House's determination as to the condition of the returned Rented Items. Rental House reserves the right to inspect the Rented Items within a reasonable time after the return of the Rented Items (the **"Check-In Period"**) and make a determination as to whether Rented Items are missing, damaged, and/or faulty beyond reasonable wear and tear.

- g. Renter is responsible for removing any digital media, accessories, equipment, and/or Renter's property of any kind from Rented Items prior to returning such Rented Items to Rental House. Rental House is not responsible for such items and has no liability or obligation to return them to the Renter. It is also the Renter's responsibility to backup and/or delete any data and/or footage recorded onto any of Rental House's Rented Items prior to returning the Rented Items to Rental House. Rental House will not be held responsible for any loss and/or leak of data and/or footage.
- h. If Renter wishes to be present (or to have an agent present) during the Check-In Period (including the inspecting and testing of all Rented Items, as well as the determination of any missing and/or damaged Rented Items), Renter must specifically schedule an appointment to do so with Rental House at least a full business day (and in no event less than 24 hours) prior to returning the Rented Items.
- i. Rental House shall have the right to inspect and/or perform maintenance on the Rented Items at any time during the Rental Period. Renter shall make any and all arrangements necessary to permit an agent of the Rental House access to the location of the Rented Items upon Rental House request.
- j. If Renter or Renter's agent(s) or representative(s) wishes to change any of the conditions of a Rental Order (including, but not limited to, equipment changes made at time of pick-up and any associated costs), Rental House shall be entitled to rely on the request or approval of the Renter or Renter's agent(s) or representative(s) as authorization of such additions or changes on behalf of Renter. Such request or approval shall constitute authorization equivalent to that of a signed estimate.

• **4. AVAILABILITY.**

- a. Once satisfied with the terms and conditions of a pending Rental Order, the Renter must submit to the Rental House written approval of the estimate for the applicable Rental Order to initiate a rental booking.
- b. Estimates are not a guarantee of Rental House equipment availability. (i.e., availability/reservation cannot be guaranteed until both Parties have confirmed booking).
- c. Renter understands that Rental House is under no obligation to begin preparing a Rental Order until booking is confirmed by both Parties. Check-out date/time cannot be guaranteed until both Parties have confirmed booking.
- d. Rented Items shall be available on a first come, first served basis with regards to booking (i.e., if not subject to a then current Rental Order).
- e. If for any reason any item(s) requested by Renter are or become unavailable in Rental House's inventory, Rental House may sub-rent or consign the item(s) from a third party, but shall have no obligation to do so. Rental House is under no obligation to disclose the ownership of such item(s) to the Renter, subject to its representations and warranties of its rights to rent such equipment. For purposes of this Agreement, all Rented Items shall be treated as Rental House's property, regardless of origination. If Rental House is unable or chooses not to source replacement item(s), Rental House may, at its sole discretion, offer an alternative from its available inventory, add a discount to the order, and/or remove the item from the order.

• **5. RENTAL RATES AND DISCOUNTS.**

- a. Prices and rates for Rented Items shall be as stipulated in the Rental Documents for the applicable Rental Orders, before additionally prescribed Rental House discounts, fees, and/or taxes.



- b. All Rental Orders will be charged by the calendar day(s) during which respective Rented Items are in Renter's possession (i.e., no hourly or partial day rates), with a minimum of one (1) rental day, before discounts, fees, and/or taxes.
- c. Rental charges for each Rental Order shall be based on the number of days for which the Rented Items are booked or in the Renter's possession (whichever is greater), which may be greater than the number of days in which the Rented Items are actually being used.
- d. Rental Orders lasting longer than three (3) days in any given week will be charged at a discounted rate of three (3) days per such consecutive seven (7) day period ("**3-Day Week**").
- e. Weekend-only (Saturday and Sunday) rentals will be charged at a discounted rate of one (1) day per weekend ("**1-Day Weekend**").
- f. No refunds or discounts will be issued for early returns of Rented Items (i.e., prior to the scheduled return set forth in the Rental Documents), excepting extenuating circumstances at Rental House's sole discretion.

• **6. PAYMENTS, CREDITS, AND FEES.**

- a. Unless other arrangements have been agreed upon by both Parties, Rental House may invoice Renter weekly for any Rental Orders lasting longer than one (1) week. Incidentals (e.g., without limitation, as-used expendables, losses, damages, mileage, etc.) and Rental Orders lasting no longer than one (1) week will typically be invoiced once the applicable Rented Items are returned and checked in.
- b. Unless other arrangements have been agreed upon by both Parties, invoices will be due immediately upon invoicing.
- c. Renter will submit full payment to Rental House for the invoiced amount, as well as any applicable fees/charges, by the payment due date listed on the invoice.
- d. Rental House reserves the right to remove any/all discounts from any Rental Orders whose invoice is not paid in full by the 91st calendar day after the payment due date listed on the invoice, and Renter agrees to pay Rental House for the new non-discounted amount.
- e. If Renter submits payment(s) to Rental House and does not clearly specify which invoice(s) the payment(s) should be applied to, Rental House reserves the right to apply the payment(s) to any of Renter's outstanding invoice(s) at Rental House's sole discretion. Once Rental House has applied payment(s) to invoice(s), such payments may only be allocated to Renter's other invoice(s) at Rental House's sole discretion.
- f. Renter agrees to keep a valid credit/debit card (with a sufficient available balance to cover all amounts owed by Renter to Rental House) on file with Rental House at all times during any and all active Rental Orders and at all times in which Renter has outstanding invoice(s) with Rental House, failing which, Rental House may require a reasonable advance deposit for the continuing rental of Rented Items by Renter.
- g. If full payment is not received by Rental House by the payment due date listed on the invoice, Rental House reserves the right to charge the credit/debit card(s) on file for the amount due. *If Rental House is unable to collect full payment using the credit/debit card(s) on file, Rental House will add a three percent (3%) fee to the outstanding balance for each week following the payment due date listed on the invoice ("**Late Payment Fee**"), which shall compound weekly until full payment is received.*
- h. Renter will not knowingly issue invalid payment(s) to Rental House, nor will Renter dispute or request a chargeback for any credit/debit card transaction(s) reasonably owed by Renter and

charged by Rental House. *If Renter submits or Rental House charges any form of payment for any amount(s) reasonably owed by Renter to Rental House, and Rental House is unable to collect and retain the appropriate funds for any reason (including, but not limited to, chargeback, bounced/invalid check, counterfeit cash), Renter agrees to immediately submit new valid payment(s) and reimburse Rental House for any associated fee(s).*

- i. If Renter cancels all or part of a Rental Order after booking, Rental House will charge Renter a fee ("**Cancellation Fee**"). Cancellations made more than one (1) business day (and no less than 24 hours) prior to the check-out date listed on the applicable Rental Documents will be charged a Cancellation Fee equal to twenty-five percent (25%) of the total rental cost of all cancelled items (as listed on approved rental estimate). Cancellations made less than 24 hours prior to the check-out date listed on the applicable Rental Documents will be charged a Cancellation Fee equal to fifty percent (50%) of the total rental cost of all cancelled items (as listed on approved rental estimate). Failure to pick up a Rental Order on-time (by the end of the next business day after the check-out date listed on the applicable Rental Documents) may, at Rental House's sole discretion, be treated as a cancellation made less than 24 hours prior to check-out. Once Rented Items are picked up, Renter will be liable for the full Rental Order and all associated costs, as stipulated in the applicable Rental Documents.
- j. Rented Items not returned by the due date/time listed on the applicable Rental Documents may be considered "missing" or "late", at Rental House's discretion, and will accrue one (1) additional day's rental charge at full non-discounted rates plus a five percent (5%) fee compounding daily ("**Late Return Fee**") for each 24-hour period following the due date/time listed on the applicable Rental Documents until the Rented Items or full acceptable replacement of such Rented Items, as determined by Rental House, have been delivered to Rental House, or until such time as Renter informs Rental House in writing that Rented Items are "lost". There shall be no proration of Late Return Fee(s).
- k. Rental Orders that are serviced, delivered, picked up, and/or returned outside of Rental House's normal hours of operation (as stipulated in Section 3c) may incur a fee ("**After-Hours Fee**") of \$60 per hour per employee reasonably required by Rental House to supervise and/or perform such tasks, as determined at Rental House's sole discretion, per instance. After-Hours Fee(s) will be charged and owed based on actual number of hours, employees, and/or instances, regardless of numbers estimated. There shall be no proration of After-Hours Fee(s).
- l. Upon return, the fuel level for gas-powered Rented Items must be equal to (or greater than) the fuel level of said Rented Items at check-out. Otherwise, Renter agrees to pay a fee ("**Refueling Fee**") equal to the actual cost for Rental House to refuel the Rented Items plus fifteen percent (15%).
- m. All vehicle rentals will be subject to a mileage fee, as listed on applicable Rental Documents, to be calculated and charged upon return.
- n. Renter is responsible for, and shall indemnify and hold Rental House harmless from and against, any and all tolls, fees, tickets, fines, levies, penalties, taxes, and seizures by any governmental authority incurred by Renter in connection with or as a result of Renter's possession or use of the Rented Items, including, but not limited to, the actual and verifiable replacement cost of the Rented Items in the event of seizure or impound, including Rental House's incurred reasonable costs and reasonable outside attorney's fees.
- o. Unless other arrangements have been agreed upon by both Parties, all expendables and

purchase items will be “final sale” at the time of pickup and will be charged per the latest prices listed on the most current Rental Documents for the associated Rental Orders. Expendables and purchase items may only be returned without charge if they are unused, unopened, and specifically taken on an “as-used” basis as part of a larger rental package. As-used items that are opened, used, or not returned will be charged per the non-discounted prices listed on the most current Rental Documents for the associated Rental Orders.

- p. Renter understands that Renter may not be allowed to place Rental Orders with Rental House if Renter has an overdue balance owed to Rental House or is otherwise in breach and/or default of this Rental Agreement.

- **7. MAINTENANCE, SERVICE, LOSS, AND DAMAGE.**

- a. Renter assumes responsibility for and shall bear the entire risk of all lost and/or damaged Rented Items from any and every cause whatsoever, whether or not covered by Renter’s insurance coverage, during the Rental Period, including, but not limited to, payment of all loss and damage charges, as determined by Rental House, including repair and/or replacement cost of all applicable Rented Items, plus any applicable fees. No loss or damage to the Rented Items, or any part thereof, shall impair any obligation of Renter under this Agreement. *For purposes of this Agreement, the terms “damage”, “damages”, and “damaged” in reference to Rented Items shall include, but are not limited to, Rented Items which are determined by Rental House to be unfit for rental for any reason (ordinary wear and tear resulting from proper use thereof excepted), including, but not limited to, physical breakage, mechanical disorder, missing pieces/parts, and/or dirtiness/malodor (including, but not limited to, those arising from trash, waste, smoke, mold, dirt, chemicals, grass, mud, water, paint, and/or adhesive materials).*
- b. Renter agrees to pay the following loss, damage, cleaning, and/or labor fees:
 - i. Rented Items which are: (a) returned with irreparable damage, and/or (b) returned with damages whose estimated repair cost(s) exceed its retail replacement value, and/or (c) determined by Renter to be lost, will be charged a fee (“**Full Replacement Fee**”) equal to retail replacement value plus fifteen percent (15%) of the foregoing costs/expenses as compensation for Rental House’s servicing of such requirements.
 - ii. Rented Items which are returned with damages which require third-party services to restore, and whose estimated repair cost is less than the cost of retail replacement, will be charged a fee (“**Third-Party Repair Fee**”) equal to the estimated repair cost (or actual repair cost, if greater) plus fifteen percent (15%) of the foregoing costs/expenses as compensation for Rental House’s servicing of such requirements.
 - iii. Rented Items which are returned with damages which can be restored in-house by Rental House without special considerations (i.e., disassembly, special certification/expertise, or special materials/cleaners), and whose estimated repair cost is less than the cost of retail replacement, will be charged a fee (“**Simple In-House Repair Fee**”) equal to \$30 per necessary hour of labor per necessary employee, at Rental House’s discretion, plus the cost of parts/materials plus fifteen percent (15%) of the foregoing costs/expenses as compensation for Rental House’s servicing of such requirements. There shall be no proration of hourly rates.
 - iv. Rented Items which are returned with damages which can be restored in-house by Rental House and which require special considerations (i.e., disassembly, special certification/expertise, or special materials/cleaners), and whose estimated repair cost is

less than the cost of retail replacement, will be charged a fee ("**Specialized In-House Repair Fee**") equal to \$60 per necessary hour of labor per necessary employee, at Rental House's discretion, plus the cost of parts/materials plus fifteen percent (15%) of the foregoing costs/expenses as compensation for Rental House's servicing of such requirements. There shall be no proration of hourly rates.

- c. Rental House shall determine, at its sole discretion, if Rented Items require third-party repairs and/or cleaning, and shall likewise have sole discretion over the suppliers/vendors of the goods and services required for any and all repairs.
- d. In addition to any applicable fees stipulated in Section 7b, Rental House may charge Renter a fee ("**Loss of Use Fee**") for any lost and/or damaged Rented Items, equal to the rental fees and/or income Rental House would have been entitled to receive from any rental orders that are already booked or in active negotiation between Rental House and any of its customers (including Renter) had the Rented Items not been lost or damaged.
- e. If a lost/damaged Rented Item is part of a larger rental package, as reasonably determined by Rental House (e.g., without limitation, a ballast that prevents a light from working, a proprietary battery or part that prevents a camera from working, etc.), Rental House reserves the right to charge a Loss of Use Fee (as stipulated in Section 7d) for the full package until that Rented Item is replaced/repaired.
- f. If Rental House invoices Renter for irreparably damaged Rented Items, Renter shall have three (3) business days from invoicing to retrieve such item(s) from Rental House for its own inventory, provided all payments then due Rental House have been made before such transfer (and delivery of concurrent "sale" documentation of the respective Rented Items) shall take place. All applicable invoice(s) must be paid in full prior to Renter retrieving such item(s) from Rental House. If item(s) remain un-retrieved after three (3) business days, Renter waives any claim(s) to the item(s).
- g. If a bulb stops working or becomes unusable for any reason while in the possession of Renter, Renter must return that bulb to Rental House. If the bulb is physically damaged upon return or is not returned to Rental House, the bulb will be charged as irreparably damaged or lost, respectively. If the bulb is returned to Rental House, and there is no sign of physical damage or user error, and it falls within the realm of reason (as determined by Rental House) that the bulb has reached its natural life-end, then the Renter will incur no charge for the bulb.
- h. If a key for any Rented Items is lost while in the possession of the Renter, the Renter agrees to pay for the cost of re-keying/replacing all locks and/or ignitions associated with the lost key.
- i. Renter is responsible for checking and ensuring the safety and security of Rented Items in transit. Renter will not hold Rental House liable for, and accepts all risk, liability, and responsibility for, any Rented Items lost and/or damaged in transit while in the possession of Renter or Renter's agent(s), regardless of whether the Rented Items were loaded onto the vehicle by Rental House.
- j. Renter shall make best efforts to notify Rental House immediately of any alterations, maintenance, service, malfunction, damage, or loss of Rented Items while in possession of Renter. Renter shall not intentionally hide, withhold, and/or distort any information from/to Rental House regarding losses and/or damages of Rented Items.
- k. If either Party has reason to believe theft or vandalism to Rented Items has occurred, Renter shall immediately file a police report and shall provide a copy of the police report to Rental House as soon as it becomes available. Renter shall provide Rental House and law enforcement with all

necessary information, documentation, and/or accommodations for any such police reports and/or investigations.

- I. Rented Items not returned to Rental House within three (3) business days of the due date listed on the applicable Rental Documents may be treated as lost, at Rental House's discretion, and Rental House reserves the right to charge the credit/debit card(s) on file for the Full Replacement Fee of such Rented Items, plus associated rental costs and any other applicable fees. If Rental House is not able to secure full payment from the Renter, Rental House may file a police report against the Renter. Rental House retains the right to reclaim any such Rented Items and seek damages against the Renter.

• **8. SPECIALTY EQUIPMENT.**

- a. Renter is responsible for maintaining, at its own expense, safe and usable levels of fuel, oil, coolant, transmission fluid, brake fluid, DEF, haze fluid, and/or any other expendable/finite resource(s) necessary for the operation of Rented Items. Renter accepts full responsibility for any damage(s) caused by Renter's failure to maintain such resource(s).
- b. Renter will not hold Rental House responsible for: (i) range, signal, and/or connectivity issues for Rented Items with wireless capabilities; and/or (ii) data speeds, limits, and/or throttling for Rented Items with wireless capabilities; and/or (iii) any regulatory non-compliance for Rented Items. Renter agrees that none of these issues shall constitute a damaged and/or faulty item with regards to the Inspection Period (as stipulated in Section 3d).

• **9. INSURANCE.**

- a. Unless other arrangements have been agreed upon by both Parties, Renter shall maintain, at its sole cost and expense, and at all times during applicable Rental Orders, insurance covering loss and damage of any and all Rented Items from all causes and/or sources.
 - i. All Rented Items shall be insured for no less than the cumulative retail replacement value of all Rented Items, as per the amount stipulated in the Rental Documents for the respective Rental Orders, without deduction for depreciation.
 - ii. Prior to taking possession of the Rented Items, Renter shall submit a Certificate of Insurance to Rental House evidencing Renter's insurance policy that complies with the coverage requirements set forth under this Section 9 and [the NGP insurance webpage](#).
 - iii. Renter will not use, operate, store, and/or transport any Rented Items in any manner that is not covered by the Renter's insurance policy.
 - iv. Renter shall provide Rental House and insurance provider(s) with all necessary information, documentation, and/or accommodations for any insurance claims arising from any Rental Orders between the Parties.
 - v. Once a Rental Order is booked, failure to provide and maintain a reasonably acceptable COI/policy (as stipulated on [the NGP insurance webpage](#)) by the time of check-out will be treated as a cancellation and charged a Cancellation Fee as stipulated in Section 6i.
 - vi. In the event of loss and/or damage to Rented Items, Rental House reserves the right to file a claim on Renter's insurance policy directly with Renter's insurance provider, but is in no way obligated to do so.
- b. Renter hereby grants Rental House permission to contact Renter's insurance provider for full details of Renter's policies, and Renter hereby grants Renter's insurance provider permission to release such policy details to Rental House.
- c. Renter shall hold Rental House 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. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss and/or damage may not be covered by insurance provided by Renter under this Agreement or, if covered, is subject to deductibles, retentions, conditions, or limitations shall not affect Renter's liability for any loss and/or damage, including Renter's obligation to pay all invoice(s) by the payment due date(s) listed on the applicable invoice(s).

• **10. REPRESENTATIONS AND WARRANTIES.**

- a. Renter represents and warrants as follows:
 - i. Renter is not party to any other contractual agreement which would prevent Renter from entering into this Agreement or from performing fully Renter's duties hereunder.
 - ii. Renter may designate authorized signatories to act exclusively as representative agents of Renter in order to create, edit, and approve agreements, account information, paperwork, documents, and orders on behalf of Renter. Renter hereby warrants that any person which it directs or allows to receive the Rented Items from Rental House and who shall sign for receipt of said Rented Items is authorized by Renter to do so.
 - iii. Renter and Renter's agent(s) are at least eighteen (18) years of age.
 - iv. Renter recognizes and acknowledges that, except for the standard limited warranty or warranties contained herein or otherwise accompanying the delivery of the Rented Items, Rental House makes no other warranties, express or implied, by statute or otherwise regarding the Rented Items including, but not limited to, merchantability, design, condition, or their fitness for a particular purpose, all of which warranties are hereby expressly disclaimed by the Rental House.
 - v. Rental House shall not be held responsible with respect to production downtime; loss of profits; loss of goodwill; loss of time; damage to media/film; damage to other equipment or supplies; third party contracts; damage to property; extra expense; special, indirect, exemplary, consequential, or punitive damages; and/or production delays.
 - vi. Renter recognizes and acknowledges Rental House's superior title and ownership of Rented Items and shall keep the Rented Items free and clear of all levies, liens, and encumbrances.
 - vii. Renter shall use Rented Items in a careful, safe, and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws and regulations in any way relating to the possession, use, transportation, and/or maintenance of the Rented Items, including any manufacturer's recommendations, warnings, and instructions as to the safe use of the Rented Items, and any instructions or policies of Rental House, or any registration, certification, and/or license requirements.
 - viii. Rented Items shall be operated only by Renter, Renter's employee(s), and/or Renter's agent(s) (each an **"Operator"**). All Operators of Rented Items shall be duly licensed, certified, experienced, trained, and qualified to operate Rented Items. Renter will supply and employ any and all Operator(s) necessary to operate the Rented Items and such Operator(s) shall be deemed to be Renter's employee(s) and acting under Renter's supervision or control for all purposes and shall be covered as an insured on all of Renter's applicable insurance policies.
 - ix. Renter shall make no alterations, repairs, modifications, or changes to the Rented Items

without prior written approval from Rental House. Renter shall not remove, cover, alter, or deface any affixations, attachments, labels, tags, serial numbers, tracking devices, nameplates, or RFIDs on the Rented Items.

- x. Renter shall not transport or use Rented Items outside of the United States without prior written consent from Rental House.
 - xi. Renter shall not sell, sublease, or loan the Rented Items or assign this Rental Agreement to any other persons, firms, organizations, or corporations without prior written approval from Rental House, and said Rented Items shall at all times remain under the immediate, exclusive control and direction of the Renter and/or Renter's agent(s).
 - xii. If Renter gives "screen" or other promotional credit to any other third-party equipment supplier regarding a project for which Rental House provided Rented Items to Renter, Renter shall also give credit to Rental House via the same medium/media. Rental House's credit shall not be less favorable in type, size, height, width, and/or prominence than the credit accorded to any other equipment supplier. If using a logo, Renter shall only use a high-quality logo provided directly by Rental House. If using a text credit, Rental House credit shall read "NGP Film Equipment Rental". Renter shall make best efforts to ensure that all third-party distributor(s) of the applicable project(s) comply with the credit obligations herein.
 - xiii. If Rental House provides Rented Items to Renter for any project(s), Rental House is permitted and licensed to publicize its involvement with such project(s) and to use title(s), poster(s), photograph(s), clip(s) (not to exceed 30 seconds), and other media from such project(s) for promotional and other marketing purposes (once such materials are otherwise made public by Renter).
- **11. SUBROGATION.** Renter hereby agrees that Rental House shall be subrogated to any recovery rights Renter may have for loss and/or damage to the Rented Items.
 - **12. INDEMNITY.**
 - a. Renter agrees to indemnify, defend, and hold harmless Rental House and its affiliates, officers, directors, agents, successors, assigns, representatives, employees, and licensees against any and all third-party claims, actions, injuries, damages, liabilities, expenses, and fines arising from:
 - i. The use, possession, or operation of the Rented Items by Renter, its officers, employees, affiliates, agents, and licensees, and/or
 - ii. Renter's breach of any representations or warranties made herein, and/or
 - iii. The negligence or willful misconduct of Renter, its officers, employees, affiliates, agents, and/or licensees.
 - b. Rental House agrees to indemnify, defend, and hold harmless Renter and its affiliates, officers, directors, agents, successors, assigns, representatives, employees, and licensees against any and all third-party claims, actions, injuries, damages, liabilities, expenses, and fines arising from:
 - i. The use, possession, or operation of the Rented Items by Rental House, its officers, employees, affiliates, agents, and licensees, and/or
 - ii. Rental House's breach of any representations or warranties made herein, and/or
 - iii. The negligence or willful misconduct of Rental House, its officers, employees, affiliates, agents, and/or licensees.
 - c. This mutual indemnification shall survive the term of this Agreement.
 - **13. DEFAULT.**



◦ **a. Renter Default:**

- i. If Renter fails to pay any rent or other amount stipulated herein within ten (10) calendar days after the same is due and payable, or if Renter fails to observe, keep, or perform any other provision of this Agreement required to be observed, kept, or performed by Renter, Renter shall be in default and Rental House shall have the right to exercise any one (1) or more of the following remedies:
 - a. To charge Renter's credit/debit card(s) on file for all amounts due and/or owed (including any fees); and/or
 - b. To sue for and recover all rents, fees, and/or other payments then accrued or thereafter accruing; and/or
 - c. To take possession of the Rented Items, without demand or notice, wherever same may be located, without any court order or other process of law. Renter hereby waives any and all damages occasioned by such taking of possession; and/or
 - d. To terminate this Agreement; and/or
 - e. To pursue any other remedy at law or in equity.

• **14. GOVERNING LAW.** This Agreement has been entered into in the State of Oklahoma and shall be governed by laws of the State of Oklahoma, without reference to any conflicts of law principles.

• **15. ARBITRATION.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Oklahoma City, Oklahoma or another location mutually agreeable to the Parties. The arbitration shall be conducted on a confidential basis by a single arbitrator in accordance with the Expedited Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The arbitrator's award, including the attorneys' fees and costs to the prevailing Party, in addition to any other award, shall be enforceable in the state and federal courts situated in Oklahoma County, Oklahoma, and both Renter and Rental House hereby confirm the jurisdiction of said courts for purposes of the enforcement of the arbitrator's ruling and award(s).

• **16. CONSEQUENTIAL DAMAGES.** Notwithstanding any provision of this Agreement to the contrary, neither Party (nor the officers, directors, employees, or agents of either Party) is liable under this Agreement to the other in any action or claim for consequential, incidental, indirect, exemplary, punitive or special damages, whether the action in which recovery of the damages is sought is based on contract, tort (including sole, concurrent or comparative negligence), gross negligence, intentional or wrongful acts, or strict liability. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived by the Parties. Notwithstanding the foregoing, the limitation of liability pursuant to this Section 16 is not applicable to any third party claims whatsoever with respect to Section 12 of this Agreement, and Rental House and Renter shall continue to mutually indemnify and hold harmless the other, its affiliates, officers, directors, agents, successors, assigns, representatives, employees, and licensees from any and all consequential, incidental, indirect, exemplary, punitive, or special damages.

• **17. WAIVER.** Except as otherwise provided herein, no delay of or omission in the exercise of any right, power, or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

- **18. HEADINGS.** Any headings used herein are for convenience in reference only and are not a part of this Agreement, nor shall they in any way affect the interpretation hereof.
- **19. NOTICES.** All notices under this Agreement shall be in writing addressed to aforementioned addresses, or at such other address as either Party may designate from time to time by dated written notice to the other Party.
 - a. All notices shall be served by U.S. mail, electronic mail, commercial courier services such as Federal Express or DHL, or personal delivery addressed as specified above.
 - b. The date of receipt by electronic mail or courier, as the case may be, shall be the date of service of notice.
- **20. DOCUMENT DELIVERY.**
 - a. Electronic Delivery. Both Parties hereby consent and agree to electronic delivery of any Rental Documents and/or communications in connection with this Agreement and/or associated Rental Orders. The Renter hereby consents to all procedures the Rental House has established or may establish for an electronic document collection system and/or electronic signature collection system for delivery and/or acceptance of any such documents that the Parties may elect to deliver and/or accept.
 - b. Electronic Signature. Both Parties agree that an electronic signature is the same as, and shall have the same force and effect as, a manual signature. Delivery of an executed signature page of any Rental Documents by telecopy, emailed pdf, tif, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of the Rental Documents. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with the Rental Documents and the transactions contemplated hereby and thereby, including any waivers of liability, shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and/or enforceability as a manually executed signature, physical delivery thereof, or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act. For purposes hereof, an "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract, application, or other record and adopted by a person with the intent to sign, authenticate, or accept such document.
 - c. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or e-mail transmission of any signed original document and/or retransmission of any signed facsimile or e-mail transmission will be deemed the same as delivery of an original. At the request of any Party, the Parties will confirm facsimile or e-mail transmissions by signing a duplicate original document.
- **21. FURTHER DOCUMENTS.** Renter agrees to execute, acknowledge, and deliver to Rental House and to procure the execution, acknowledgment, and delivery to Rental House of any additional documents, information, or instruments which Rental House may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement.
- **22. NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into for the benefit of the Parties hereto and not for any other person or entity.

- **23. SEVERABILITY.** If any portion of this Agreement is found to be invalid, unenforceable, waived, or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.
- **24. NON-EXCLUSIVITY.** This is a non-exclusive Agreement: nothing herein contained shall obligate the Renter to rent from the Rental House nor the Rental House to rent to the Renter during the life of this Agreement. However, with regards to Rental Orders this Agreement shall govern until it has been modified, terminated, or replaced.
- **25. ENTIRE AGREEMENT.**
 - a. Both Parties agree that they have read and fully understand and accept all provisions of this Agreement.
 - b. This Agreement, together with any and all Exhibits, Rental Documents, and/or related Addenda, constitutes the entire agreement between Renter and Rental House.
 - c. This Agreement supersedes any and all prior agreements, understandings, and/or arrangements, whether written or oral, between the Renter and Rental House regarding the subject matter hereof.
 - d. This Agreement shall be deemed amended and supplemented by such additional Rental Terms & Conditions published by Rental House on its website or communicated to Renter by mail or electronically from time to time as to any and all Rental Orders which have not as of the date of such publication/communication been approved and accepted in writing by Rental House.
 - e. In the event of conflict between any terms or provisions of any Rental Documents and this Agreement, the terms and provisions of the Rental Documents shall govern and control with respect to that Rental Order only.
 - f. Both Parties acknowledge that a photocopy or electronic version of this Agreement shall constitute the same consent as an original.

IN WITNESS WHEREOF, the Parties, each by its duly authorized officer, have executed this Agreement, as of the day and year set forth below.

X _____



Signature Certificate

Document name: Rental Agreement

🔒 Unique Document ID: B07475B7F6AA5F52C9C1FAF9086EDFB8D2FA78D2

LEGALLY SIGNED USING
WP*signature*
Build. Track. Sign Contracts.

Timestamp

May 24, 2021 6:49 pm CDT

Audit

Rental Agreement Uploaded by Nathan Gardocki
Productions, LLC (NGP) - rentals@ngpfilm.com IP
108.245.162.146



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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