Go-4 Nuge Production Rentals LLC – BOX TRUCK Rental Agreement

VEHICLE RENTED ("Vehicle")

2015 Ford Transit Van - Cargo Van VIN *1FTNR1ZM2FKB03148* *Initials* _____
Rental Term: From _____/_____/_____ **to** _____/_____/_____
2015 Gray Bumper ISZUZU - 16' BOX TRUCK with lift gate VIN *JALC4W164F7002808* *Initials* _____
Rental Term: From _____/_____/_____ **to** _____/_____/_____
2013 Black Bumper ISUZU - 16' BOX TRUCK with lift gate VIN *JALC4W163D7001338* *Initials* _____
Rental Term: From _____/_____/_____ **to** _____/_____/_____
2011 White Bumper ISUZU - 16' BOX TRUCK with lift gate VIN *JALC4W164B7003046* *Initials* _____
Rental Term: From _____/_____/_____ **to** _____/_____/_____

Job Name: _____ **Job Number:** _____**P.O. #:** _____

Production Company Name and Address ("Lessee"):

_____
_____
_____

Lessee's Authorized Signature: _____

(Please also sign last page)

Lessee's Printed Name: _____
Cell Phone#:_____
Job Title: _____
Producer's Name/Phone (if different from above):_____
Production Manager's Name/Phone #:_____
Client: _____

This BOX TRUCK AND CARGO VAN Rental Agreement ("Agreement") is made as of the date shown above, between Go-4 Nuge Production Rentals LLC, a Limited Liability Company ("Owner"), and the Renter named above.

Owner and Renter agree as follows:

Rental. Renter rents the Vehicle described above from Owner for the Rental Term described above. "Vehicle" as used in this Agreement.

Payment. For the Vehicle's rental, Renter shall pay Owner on demand the rental rate ("Rental Rate") and any agreed upon mileage charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Vehicle after the Rental Term ends, or if the Vehicle cannot be rented to others due to damage or loss to the Vehicle, then Renter shall pay the daily Rental Rate until the Vehicle can again be rented to others. Renter shall immediately notify Owner of and pay all fines, penalties and costs imposed for all moving, parking, toll road and other violations with respect Renter's use of the Vehicle. Renter shall pay Owner an administrative charge of $20 for each such amount billed to Owner. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 30 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs.

Driver. The amounts due under this Agreement do not include the charges for the Vehicle's driver ("Driver"). Renter is solely responsible for hiring and paying the Driver. ALL DRIVERS MUST BE OVER THE AGE OF 21 AND HAVE A VALID DRIVER'S LICENSE. All Driver's maybe subject to Owner's prior approval before they start driving. A copy of the driver's valid driver's license maybe requested by the Owner before the driver starts driving. The driver is responsible for the vehicle rented and assumes responsibility of the vehicle. The driver will not hold the Owner responsible for accidents caused by the driver or by another party.

Fines, Infractions and Bridge Tolls. The renter and/or driver are responsible for ALL Parking Fines and BRIDGE OR ROADWAY TOLLS or any other Infractions that are billed during or after the production has been wrapped. If such fines and tolls are not paid in full and on time, then the provisions of the "Payment" paragraph above shall apply to any fines or tolls billed to Owner.

DEPARTMENT OF TRANSPORTATION (DOT) Renter (PRODUCTION COMPANY) agrees that they are completely responsible for all DOT regulations and agrees that their drivers are aware of the laws pertaining to weights and scales and are appropriately licensed per DOT regulations. The Renter also agrees to carry their own DOT sticker, placard or number visible per DOT regulations.

Cancellation. If Renter cancels this Agreement before or during the Rental Term, Renter shall pay the full daily rate and other charges for the entire Rental Term. Owner may waive this fee if the Vehicle is re-rented during the cancelled dates.

Prohibited Uses. The following Vehicle uses are prohibited: (a) using it in an illegal, reckless, or negligent manner; (b) driving it under the influence of alcohol or drugs (even with a prescription), controlled substances or any illegal substances; (c) towing or pushing anything; (d) driving it on an unpaved or unsafe surface; (e) transporting people in excess of the number of manufacturer-installed seat belts; (f) driving it by anyone other than a properly licensed and Owner approved driver; (g) transporting persons for hire; (h) transporting explosives, chemicals, corrosives and other hazardous or polluting materials. If Renter breaches this Agreement, Renter's right to use the Vehicle automatically terminates and Owner may (without waiving any rights and remedies) seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises, as well as all remaining fees and charges under this Agreement. Modifications are not allowed to be made on the Vehicle without first obtaining the Owner's prior written permission.

Renter's Indemnity. Subject to applicable law, Renter shall indemnify, defend, protect and hold harmless Owner and its owners, managers, officers, affiliates, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of the Vehicle; and (c) any loss of the Vehicle's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

Insurance. Renter shall provide full comprehensive and collision insurance coverage and the following insurance for the Vehicle and provide Owner with certificates of insurance naming the Owner as an additional insured and evidencing the following minimum coverages, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this Agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): (a) automobile liability of $1,000,000/$1,000,000 bodily injury liability; and (b) comprehensive general liability of $1,000,000 property damage liability/$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall supply proof of such insurance coverage no later than 1 DAY BEFORE the first day of the rental term. Renter shall timely pay all required deductible payments. Renter is also responsible for paying any difference of coverage on replacement cost if insurance company does not provide replacement cost. If the cost to repair Vehicle damage is less than the deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter or anyone else, or to any liability imposed or assumed by anyone under any worker's compensation act, plan or contract. To the extent, Owner is legally required to extend such financial responsibility to Renter or anyone else. Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

Vehicle Damage. Renter is responsible for all damage to the vehicle including graffiti, hit and run, any scrapes on the side, hitting low hanging roofs, awnings branches, wires or anything. When drivers pick up keys it is their responsibility to fully inspect the vehicle before departure and to mark down any prior damage to the vehicle. If your driver neglects to fill out the inspection form you will be liable for any damage on the vehicle. By taking the keys to the vehicle and departing the Owners property your driver has agreed that they have inspected the vehicle fully, whether they have filled out an inspection form or not.

Third Party Proceeds. If an insurer or other party authorizes payment of any amount owed by Renter to Owner, then Renter assigns to Owner Renter's right to receive that payment. Renter remains responsible for all amounts due Owner that are not paid by anyone else. Renter grants to and appoints Owner with a Limited Power of Attorney to: (a) present insurance claims to Renter's insurance carrier if the Vehicle is damaged, lost or stolen, Renter is liable and Renter fails to pay for any damages, or if any liability claims are asserted against Owner relating to this rental transaction and Renter fails to indemnify, defend, protect and hold harmless Owner with respect thereto; and (b) endorse Renter's name to entitle Owner to receive insurance, credit card and debit card payments directly for any amounts owed by Renter to Owner.

Limitation on Owner's Liability. If Owner breaches this Agreement or the Vehicle has any mechanical failure or other failure not caused by Renter, and if Owner is liable under applicable law for such breach or Vehicle failure, then it's the Renter's responsibility to find their own replacement vehicle. Renter waives all claims for consequential, punitive and incidental damages against the Owner that might otherwise be available to Renter. Renter releases Owner from any liability to loss or delay of the following: scheduled work, scheduled events, scheduled talent, scheduled crew, other equipment rentals, food, accommodations or travel.

Vehicle Breakdowns. Owner will be responsible for transporting a vehicle that has a breakdown within the greater Seattle Area. … defined as Sea-Tac, Renton to the south, Bellevue, Redmond, Kirkland to the East and Lynnwood, Edmonds to the North and West Seattle to the west. Any vehicle driven outside these areas the Renter agrees that they will pay for the vehicle to be towed back to Seattle to the Owners choice of location within Seattle and Renter also agrees to consult with the Owner Before any decision on repairs of the vehicle if its outside the Seattle area. We are not responsible for flat tires, or lost keys….. We do not offer Road Side Asstiant.

Legal Matters. This Agreement shall be construed under and governed by Washington State law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Washington and the United States District Court having jurisdiction over King County, Washington. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

Other Provisions. No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts.

BOX TRUCK RENTAL RATES:

CARGO VAN / TRANSIT VAN 2015 FORD

- **DAILY RATE - $100/DAY……I agree to this rate** _____Please Initial
- **FUELING FEE $5.00/ GALLON if not returned full tank**
  - **Up to $50 with GARBAGE LEFT IN IT….I agree to this rate….. _____**Please Initial
  - **$250.00 IF RETURNED SMOKED IN….I agree to this rate….. _____**Please Initial
  - **$250 MINIMUM PET FEE - CHARGED IF PET HAIR FOUND ON SEATS OR CARPETS….I agree to this rate _____**Please Initial

16' BOX TRUCK 2013 BLACK BUMPER ISUZU with Shelving, Large Liftgate And 110V Plug in

- **DAILY RATE - $200/DAY……I agree to this rate** _____Please Initial
- **FUELING FEE $5.00/ GALLON if not returned full tank**
  - **Up to $50 with GARBAGE LEFT IN IT….I agree to this rate….. _____**Please Initial
  - **$250.00 IF RETURNED SMOKED IN….I agree to this rate….. _____**Please Initial
  - **$250 MINIMUM PET FEE….CHARGED IF PET HAIR FOUND ON SEATS OR CARPETS….I agree to this rate** _Please Initial

16' BOX TRUCK 2011 WHITE BUMPER ISUZU with Liftgate

- **DAILY RATE - $175/DAY……I agree to this rate** _____Please Initial
- **FUELING FEE $5.00/ GALLON if not returned full tank**
  - **Up to $50 with GARBAGE LEFT IN IT….I agree to this rate….. _____**Please Initial
  - **$250.00 IF RETURNED SMOKED IN….I agree to this rate….. _____**Please Initial
  - **$250 MINIMUM PET FEE….CHARGED IF PET HAIR FOUND ON SEATS OR CARPETS….I agree to this rate** _Please Initial

16' BOX TRUCK 2015 GRAY BUMPER ISUZU with Liftgate

- **DAILY RATE - $150/DAY……I agree to this rate** _____Please Initial
- **FUELING FEE $5.00/ GALLON if not returned full tank**
  - **Up to $50 with GARBAGE LEFT IN IT….I agree to this rate….. _____**Please Initial
  - **$250.00 IF RETURNED SMOKED IN….I agree to this rate….. _____**Please Initial
  - **$250 MINIMUM PET FEE - CHARGED IF PET HAIR FOUND ON SEATS OR CARPETS….I agree to this rate _____**Please Initial

ACCIDENT WAIVER OF ANY OR ALL LIABILTY. The Renter and any of its drivers, whether contracted or employees, as well as riders and passengers will not name or hold the Owner responsible in any lawsuit, particularly where an accident caused injury or death to the driver or any of its passengers or to any other vehicle, driver, passenger or pedestrian. The Renter takes complete responsibility and by signing this the Renter and its company and all who they represent releases the Owner from any and all liability. The Renter agrees to take full responsibility for all actions caused by their employees, contractors, drivers, production managers, producers, coordinators, and production assistants and ACTS OF GOD. _____Please Initial

AFTERHOURS PICKUP/RETURN. If vehicle is picked up or returned afterhours (Before 6AM After 10PM) to the Nuge Compound and you do not inform us of afterhours pickup/return by 8PM the night of or before pickup/return via email Orders@Go4Nuge.com; you will be billed for an additional day's rental. If we know about the afterhours pickup/return, we can and will make accommodations and adjustments and there will be no additional charge. _____Please Initial (This is due to us offering secured parking at our home compound. When vehicles come and go in the middle of the night without us knowing, we get up to investigate which disturbs our sleep cycle.)

I agree to the above agreement and rates

RENTER'S Authorized Signature _____ Date_____

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