



MASTER RENTAL AGREEMENT

GHOSTLIGHT INDUSTRIES ("Ghostlight" herein) has access to or the right to act on behalf of others concerning the rental of certain Vehicles and/or Equipment ("Vehicle" herein). _____ (Lessee) do hereby agree to abide by the following terms:

1. Ghostlight agrees to rent vehicles and/or equipment, and/or parts, or set dressing subject to execution of and according to the terms as outlined on each the Vehicle Check Out Sheet. A vehicle check out sheet, outlining condition of Vehicle and/or Equipment and terms of each rental shall be completed upon pick-up and/or delivery of each Vehicle and/or Equipment. Lessee agrees that the individual who executes the Check Out Sheet on behalf of the Lessee is authorized to do so by Lessee, including but not limited to drivers, art directors, contract transporters, production assistants, and contract security guards. Should the lessee be unable to complete the vehicle checkout sheet, acceptance and/or use of the Vehicle and/or Equipment shall be considered agreement to all terms outlined on the checkout sheet and herein.

2. Payment, for each Vehicle and/or Equipment, as outlined in each vehicle checkout sheet shall be in full at time of delivery. Ghostlight reserves the right to require advanced partial or full payment, and/or extend credit. Should credit be extended, lessee agrees to pay full amount owed within thirty (30) days from the date of invoice. Should Ghostlight not receive payment within that time Lessee agrees to pay late fee of \$50 per thirty day period which payment is delayed. Additionally, after thirty days interest will accrue on the principal amount owed at the rate of 12% annually.

(a) The parties stipulate that the value of the Vehicle and/or Equipment being leased by Lessee as set forth in the vehicle checkout sheet. In the event the Vehicle or Equipment is lost or destroyed Lessee agrees to pay to Ghostlight said sum within five (5) calendar days of Ghostlight's written demand. Rental fees previously paid shall not be applied toward the payment of the Vehicle or Equipment unless otherwise agreed in writing.

(b) Lessee shall provide Ghostlight with a Certificate of insurance which contains the following:

1. Automobile insurance in an amount not less than:

\$1,000,000/\$3,000,000	Bodily Injury/Liability
\$1,000,000/\$3,000,000	Property Damage Liability
2. Comprehensive General Liability in an amount not less than:

\$1,000,000/\$3,000,000	Bodily Injury/Liability
\$1,000,000/\$3,000,000	Property Damage Liability
3. Full Comprehensive and Collision Coverage applicable to any and all Equipment provided under the terms of this Agreement in the amount stipulated.
4. Lessee agrees to name Ghostlight on all applicable policies of insurance during the term of this Agreement as an additional insured.
5. A provision that Ghostlight shall be provided a 30-day Notice of Cancellation or reduction in coverage, and a statement that Lessee's insurance is primary with respect to any insurance Ghostlight may have.

6. It is agreed that Lessee's insurance coverage shall commence at the time of Lessee's acceptance of Vehicle and/or Equipment, and is to remain in full force and effect until the Vehicle or Equipment is returned to the premises of Ghostlight and the Check In Sheet is completed and signed by Lessee, unless Ghostlight shall otherwise agree in writing.
3. **DRIVERS.** In no event shall any vehicles covered by the terms of this Agreement be used, operated or driven by any person other than (a) Lessee or (b) qualified licensed drivers who are at least 21 years of age and are listed and identified by name herein. Lessee understands and agrees that it assumes total responsibility for the complete care and condition of the Vehicle and/or Equipment during the term of this contract.
4. **REGULATED COMMERCIAL VEHICLES:** It is agreed that when renting a regulated commercial vehicle(s) from Ghostlight the lessee shall operate said vehicle(s) entirely under their own motor carrier permit (authority), including but not limited to marking in accordance with DOT requirements or those requirements of the state or jurisdiction the regulated commercial vehicle(s) are operating, with the lessee's DOT and CA numbers. Further, while Ghostlight, at its option may recommend and/or require approval by it of qualified drivers and operators, it will be the responsibility of the lessee to retain a qualified operator for said vehicle(s). The actions, performance, hours of service, and the overall lawful operation of the regulated commercial vehicle(s) and said driver(s) are entirely the responsibility of the lessee, its agents or assigns. This includes but is not limited to insurance requirements set forth herein or imposed by any state or other jurisdiction, liability and damage (including any fines or assessments), hours of operation, maintaining logbooks and driver files, drug testing, any and all required inspections, maintenance logs, permits, and/or any other international, federal, state or local legal requirement for operating a commercial vehicle of the class rented. Lessee specifically agrees to defend and hold harmless Ghostlight from any and all damages, claims or assessments. Further it is agreed that the lessee will not operate any commercial vehicle outside the state of California whether in the United States or a foreign jurisdiction, without first notifying Ghostlight in writing a minimum of five (5) calendar days prior to the vehicle's departure and seeking Ghostlight's written consent.
5. **PROHIBITIVE USE.** The Vehicle and/or Equipment shall not be used (a) in violation of any statute, ordinance or regulation; (b) by any person who is under the influence of intoxicants, narcotics, or drugs (whether illegal or prescribed); (c) for the transportation of persons or property for hire; (d) in any race, test, competitive event, or stunt which Ghostlight has not agreed to; (e) outside of the 48 contiguous states without Ghostlight's prior written consent; (f) by any person not specified herein as authorized driver or user of the Vehicle and/or Equipment; or (g) to push or tow any vehicle except with Ghostlight's prior written consent. In no event shall Lessee sub-rent or release any related Vehicle and/or Equipment to another person or corporation. If the Vehicle and/or Equipment is obtained by Lessee by fraud or misrepresentation, or is obtained in furtherance of an illegal purpose, all use of the vehicle and/or Equipment is without Ghostlight's permission. The foregoing conditions are cumulative and each of them shall apply to every one, operating or driving of the vehicle and/or Equipment. Lessee acknowledges that Ghostlight has no control over the use of the vehicle and/or Equipment by Lessee and Lessee agrees at his or her sole expense (including fines and penalties) to comply with all Municipal, County, State, and Federal laws, Ordinances and Regulations, including but not limited to, Occupational Safety Health Administration Act of 1970 (OSHA) which may affect the vehicle and/or Equipment while it is in the possession of Lessee. Lessee shall not permit any

person who is not legally qualified to use the vehicle and/or Equipment.

6. **CONDITION OF EQUIPMENT.** Lessee acknowledges that his/her/it has examined all the Equipment listed hereon, and that said Equipment and/or Vehicles and all related parts of same are in good condition except as noted on this contract. Lessee agrees to return the Equipment and/or Vehicles to the place where rented in the same condition as when received by Lessee (normal wear and tear accepted). Lessee will replace all broken, lost, stolen, or damaged equipment and/or parts at Lessee's expense and shall reimburse Ghostlight for all wrecker service, or hauling expenses incurred during the term of the lease, including tire repair or replacement as determined by Ghostlight. In the event any Vehicle and/or Equipment is totally destroyed or lost, Lessee shall pay the value of the Vehicle and/or Equipment as set forth herein. Lessee agrees to cease to operate any vehicle and/or Equipment upon becoming aware of any malfunction or damage which impairs the safe operation of the Vehicle and/or Equipment. Lessee shall diligently examine and maintain all Equipment and any use of rented Vehicle and/or Equipment which Lessee should have known, had said diligent inspections and maintenance been performed, that the Vehicle and/or Equipment was impaired in any manner affecting its safety. Further, should the Equipment and/or Vehicle be damaged it is agreed that Lessee shall continue to pay the agreed upon rental payments until the vehicle is repaired by Lessee or agreed aforementioned replacement value is paid in full. Said additional rental shall not be applied toward value of Vehicle and/or Equipment and/or repairs, unless agreed to in writing. Any decrease in the value of any Vehicle and/or Equipment, including but not limited to depreciation brought on by history of repair, resulting from damage to said Vehicle or Equipment shall be paid by Lessee within ten (10) days from written notice from Ghostlight of said decrease.

7. **CLEANING.** Lessee agrees to return Equipment and/or Vehicle in spotless, clean condition or to pay \$25.00 per hour, with a minimum of one-half hour cleaning, as determined by Ghostlight.

8. **RETURN OF VEHICLE(S)/EQUIPMENT.** All Vehicle(s) and/or Equipment described in this contract shall remain the property of Ghostlight. Failure of the Lessee to return the Vehicle(s) or Equipment to the place where rented by the time/date listed hereon shall constitute unauthorized taking of the vehicle and/or Equipment and can result in criminal warrants for the Lessee or his/her/its agents or employees for theft of said vehicle and/or Equipment. Upon returning the Vehicle or Equipment to Ghostlight, Lessee shall complete the return portion of the Vehicle Check Out Sheet. The individual who signs said Sheet on its behalf is authorized to do so by Lessee, including but not limited to drivers, art directors, contract transporters, production assistants, and contract security guards.

9. **DAMAGE TO VEHICLE, EQUIPMENT OR TO OTHERS.** Lessee is responsible for all damage to vehicle and/or Equipment. Lessee is responsible for liability for damage to any other person or property resulting from his/her/its use of the Vehicle or Equipment while in their possession or during the term of this Agreement. Lessee shall hold Ghostlight harmless as to any and all cost and expense, including reasonable attorney's fees resulting from the Lessee's use of the Vehicle and/or Equipment. Should Lessee alter the Vehicle or Equipment in any way it shall be Lessee's sole and exclusive responsibility to return the Vehicle or Equipment in the same condition and configurations that it was at the commencement of this Agreement unless otherwise agreed to in writing.

10. **SUB-LETTING; FEES; PERMITS AND FINES; TAXES; TITLE.** Any sub-letting or re-letting of the Vehicle or Equipment is prohibited and void. Lessee shall obtain and pay for all necessary trip permits, licenses or special fees, tolls or taxes required by any

Federal, State, County or any Municipal law, Ordinance or Regulation as may be necessary by reason of the Lessee's use of the Vehicle and/or Equipment. Lessee agrees to pay any and all taxes, licenses, fees or permit fees arising out of the hiring and use of the vehicle and/or Equipment. Lessee agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any government authority for taxes arising out of this transaction, Lessee agrees to pay to Ghostlight said tax. Title to the Vehicle and/or Equipment is and shall remain the Ghostlight's or those associated with Ghostlight. If the Vehicle and/or Equipment is levied upon for any reason whatsoever, Ghostlight may retake the Vehicle or Equipment without notice or legal process, and may take all action reasonably necessary to do so.

11. ODOMETER. Lessee shall not disconnect or tamper with the odometer, speedometer, or hourly meter on any vehicle and/or Equipment. If same shall show signs of having been tampered with or disconnected, Lessee shall, at the option of Ghostlight, pay to Ghostlight for the use of said Vehicle and/or Equipment at the within specified mileage and/or hourly rate based on a mileage of 40 miles for each hour and/or for each hour on rent for the hour meter.

12. LESSEE'S SERVICING RESPONSIBILITY. Lessee shall pay for mechanical damage to all Vehicles and/or Equipment caused by the Lessee's failure to maintain proper engine oil pressure or by reason of any other neglect. It is the Lessee's obligation to see that the vehicle and/or Equipment is inspected daily for proper fluid levels, tire pressure and/or signs of safety or mechanical problems. The Lessee must advise Ghostlight immediately of any problems found with the Vehicle and/or Equipment, and any use of any vehicle and/or Equipment which have discoverable safety and/or mechanical problems is without Ghostlight's permission.

13. LIEN ON LESSEE'S PROPERTY. Ghostlight shall have a lien on Lessee's property transported in the Vehicle and/or Equipment or for charges and expenses incurred by Ghostlight under the terms of this contract, including those caused by damage or destruction of the Vehicle and/or Equipment. Lessee shall furnish Ghostlight upon demand with a certified statement describing the properties and setting forth their actual cash value. In the event of Lessee's failure to pay all rental and/or charges hereunder when due, Ghostlight shall have the right to sell as agent of Lessee at public or private sale with or without notice to Lessee any property of Lessee transported in the Vehicle and/or Equipment in satisfaction of charges plus any cost of collection thereof.

14. NOTICE OF LOSS OR DAMAGE. Lessee agrees to report any accident, loss of or damage to the vehicle and/or Equipment to Ghostlight immediately by telephone and in writing within 24 hours after such accident, loss or damage. Such written reports shall be made by the Lessee to Ghostlight at the address listed on this contract. Lessee shall also immediately report any accident involving any Vehicle and/or Equipment to the law enforcement agency having jurisdiction at the place of the accident and report to the Ghostlight if so desired by Ghostlight every process, pleading, notice or paper of any kind received by Ghostlight or driver of the Vehicle and/or Equipment relating to the lien, suit or proceeding connected with any accident or event involving the Vehicle and/or Equipment. Neither Lessee nor any driver of the Vehicle and/or Equipment during the course of this contract shall aid or abet the assertion of any such claim, suit or proceeding, and shall cooperate fully with Ghostlight and its insured in investigating and defending same.

15. INDEMNITY. Lessee releases and holds Ghostlight, its agents, assigns, and employees forever harmless: (a) from all claims for the loss or damage to any property of a third party, or the property of Lessee, or any other person, left in on or about the Vehicle

and/or Equipment, either before or after its return to Ghostlight, or at the Ghostlight's premises, without regard to any negligence by Ghostlight or any of its agents or employees. Lessee shall defend, indemnify and hold harmless Ghostlight from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of the use or possession of the Vehicle and/or Equipment, including but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, Provincial, County, Municipal or other statute, law, Ordinance, Rule or Regulation; and (b) to the extent not covered by Lessee's insurance, any claim of or liabilities to third persons arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the Vehicle and/or Equipment by Lessee or its drivers, agents or employees, or the confiscation by any government authority for legal or improper use of the Vehicle and/or Equipment. Ghostlight reserves the right to select and or approve any and all council retained by client for Ghostlight's benefit pursuant to the terms and conditions herein.

16. **NO LIABILITY FOR PROPERTY.** Ghostlight shall not be liable for loss or damage to any property left, stored, loaded or transported by Lessee or any person in, upon, or by Vehicle and/or Equipment, whether or not due to the negligence of Ghostlight, its agents and employees, at any time or at any place, including, without limitation, any of Ghostlight's garages or locations, including any property repossessed in accordance with this contract. Lessee assumes all risk of such loss or damage and waives all claims against Ghostlight by reason thereof, and agrees to hold Ghostlight, his agents and employees harmless from and to indemnify and hold them harmless from and against all claims based upon or rising out of such loss or damage. Ghostlight shall not be liable for down time whether caused by mechanical failure or lack of suitability of the Vehicle and/or Equipment for Lessee's purpose. The Lessee hereby waives any damages which may result.

17. **WAIVER.** Forbearance on the part of Ghostlight to exercise any right or remedy available hereunder upon the Lessee's breach of any of the terms, covenants and conditions of this contract or the Ghostlight's failure to demand the punctual performance thereof shall not be deemed a waiver: (a) of such right or remedy; (b) of the requirement of punctual performance; or (c) of any subsequent breach or default on the part of renter of any term or condition herein contained.

18. **ENTIRE AGREEMENT.** This contract contains the entire Agreement between the parties and shall be binding on their respective successors or assigns. This contract may not be amended or altered except by a writing signed by both parties.

19. **JURISDICTION.** The parties hereto submit to the criminal and civil jurisdiction of the Courts of Los Angeles County, California for any and all civil disputes or criminal charges arising from this contract.

20. **SEVERABILITY.** The parties agree that should any provision or part of the contract be deemed illegal or unenforceable by any court or other agency, or authority, that the remainder of the Agreement shall remain effective and reasonable.

21. **ATTORNEY'S FEES.** In the event it becomes necessary to commence any proceeding or action, no matter the forum, to enforce

the provisions hereof, the court or body before whom the same shall be heard or tried may award to the prevailing party all costs and expenses thereof, including, but not limited to, reasonable attorney's fees, costs, and all other expenses in connection therewith.

22. INTEGRATED AGREEMENT. This Agreement constitutes the entire understanding and Agreement between and among the parties hereto with respect to the subject matter hereof and there are no oral or written Agreements, understandings, restrictions, representations, or warranties among the parties hereto other than those expressly set forth in this Agreement. No modification or amendment to this Agreement shall be valid or binding unless such modification and/or amendment is set forth in writing and signed by all of the parties to this Agreement.

Dated: _____
GHOSTLIGHT INDUSTRIES, INC.

(Ghostlight)
Cyril O'Neil, President

Dated: _____
Lessee Company Name _____

(Lessee)

(Print Name and Title)