

Picture Cars East Inc.

72 Huntington **St.** Brooklyn, NY **11231** Tel: 718-852-2300 Fax **718-858-1583** Email: Info@plxxcars.com Tax ID # **11-2878112**

Rental Agreement

This contract represents an agreement between:

Picture Cars East Inc., & ____

(Fill in production company name)

Terms:

- A) PCE hereby agrees to provide its vehicle(s), services & or equipment to the above company.
- B) This contract cannot be altered, or modified except in writing and signed by PCE.
- C) It is to be understood by the producer & its representatives that all automobile props and related equipment are for use only in the confines of a closed set(s) and/or studio(s) where the production is occurring. No PCE equipment may be used to transport crew or non-PCE equipment on or off the set, or perform any other functions unless agreed to under a separate contract.
- D) Please be advised that the driver will not allow the vehicles or equipment to be used in any other manger than originally agreed upon. The production company is responsible from portal to portal.
- E) The production company is fully responsible for all equipment rented from PCE.
- F) Cancellations must be made 24 hours in advance during business hours from Monday to Friday from 9 Am to 5 Pm or there will be a cancellation fee.
- G) All rates for automobile(s), props and other equipment & services provided by PCE must be agreed upon in advance.
- H) Rates for weekends, holiday & jobs that take place outside of the 5 boroughs & the New York City area are higher than the standard rates.
- I) Payment will be due to restore any automobile prop or any equipment to its original condition or specialty work (i.e. stunt rigging, body work, painting, etc.)
- J) Invoices marked check on location require payment when the automobile prop & or equipment arrive on location. Other invoices need to be paid in advance.
- K) PCE requires a certificate of insurance to be issued to PCE from the above company's insurance carrier. You shall name PCE additional insured in the description line of the certificate covering both damages & liabilities in respect to all rented automobile(s) & prop(s), equipment and both PCE employees & vendors required for their operation. Your insurance should name PCE "loss payee". On liability insurance PCE shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability \$1,000,000 per occurrence & natural aggregate. Automobile Liability \$1,000,000. Foreign Liability if filming outside the U.S.A. or Canada \$1,000,000 per occurrence limit. Certain vehicles may require a separate certificate of insurance; which states and covers their actual value.

- L) The person executing the rental agreement on behalf of such corporation warrants that he/she has full authority of which corporation to sign the rental agreement and obligate the corporation.
- M) The producer aggress to indemnify PCE, & agents harmless from and against any and all losses, damages, claims demand orliability of any kind or nature whatsoever, including legal expenses, arising from the use of any and all automobile(s), equipment (including without limitation, latent and other defects) or operation of the equipment and by whosoever used or operated during the rental.
- N) PCE is not responsible for the loss of accessibility to vehicle(s)which are not in our direct control. (ie. act of god)

This contract has been agreed to by:

Print Name

Sign Name

(Date Signed)

Please sign, date and fax back to Picture Cars East Inc. at 718-858-1583