

This Master Rental Agreement (“Agreement”) is made as of the date shown below, between Central Planning, LLC, an Oregon limited liability company d/b/a Central Rentals (“Owner”), and the Renter named below. Owner and Renter agree as follows:

Rental: Renter rents the Vehicle and/or Equipment (hereinafter collectively known as “Rental Items”) described on a signed ‘Project Estimate/Authorization’ from Owner for the Rental Term described on the Project Estimate/Authorization. “Vehicle” as used in this Agreement includes all of Owner’s personal property in the Vehicle. Renter rents the Rental Items “AS IS,” had a reasonable opportunity to inspect the items inside and out before leaving Owner’s premises, and agrees the Rental Items are in good repair. Owner excludes all express and implied warranties with respect to the Rental Items, including any implied warranty of merchantability or fitness for a particular purpose. If Renter determines a Rental Item is unsafe, then Renter shall stop using it and immediately notify Owner. Renter shall return the Rental Items in the same condition received. An administrative fee of \$35/hr. will be charged in the event that repairs, excessive cleaning, vehicle transport, or any other labor is performed by Owner in order to return the Rental Items into their original condition or be compensated for repair or replacement costs. A \$150 surcharge (per occurrence) plus \$35/hr. shall be charged for any labor requiring motorhome driving. Renter shall maintain all fluid levels in the applicable Rental Items, but shall not service or repair Rental Items without Owner’s prior written consent. Owner is not responsible, and no bailment is created upon Owner, for any personal property in the Rental Items or Owner’s premises. Internet service is not guaranteed due to location, line of sight, or malfunction.

Payment: Renter shall pay Owner on demand the rental rate (“Rental Rate”) and applicable taxes as well as mileage/fuel charges stated in the signed Project Estimate/Authorization, plus all charges for As-Per-Usage rental items (hereinafter collectively known as “APU items”). Additionally, Renter shall pay Owner on demand for Supplementary Rental Items added to the Project Estimate/Authorization via voice, fax, or email during the course of the project. All APU and Supplementary Rental Items shall be paid at the listed rental rates as shown on www.centralrentals.tv (“Listed Rate”). A 3.75% surcharge will be added to any amounts paid by credit card. If Owner receives the Rental Items after the Rental Term ends, or if the Rental Items cannot be rented to others due to damage or loss, then Renter shall pay the daily Rental Rate until the Rental Item can again be rented to others. 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. Renter authorizes Owner to submit for payment all amounts due under this Agreement to any credit or debit card presented as a means for payment or security in connection with this Agreement.

Vehicle fines: 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 any Vehicle. Renter shall additionally pay Owner an administrative charge of \$35 for each such amount billed to Owner.

Drivers: The amounts due under this Agreement do not include the charges for a rented Vehicle’s driver (“Driver”). Renter is solely responsible for hiring and paying the Driver. Before the Driver operates a rented Vehicle, Renter shall verify the Driver is properly licensed and approved in advance by Owner. Renter only, and not Owner, is responsible for the Driver’s acts and omissions. Driver is Renter’s agent and Renter is responsible for all claims and damages caused by Driver’s acts and omissions. Vehicle mileage charges are port-to-port and motorhome drivers must refuel and service the holding tanks, and clean the interior of the motorhome as is needed and prior to the end of the Rental Term, at Renter’s expense.

Cancellation: If Renter cancels any booking 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 Rental Item is re-rented during the cancelled dates.



Renter's Responsibilities: Renter shall immediately report to Owner any accidents, damage, theft, or vandalism involving a Rental Item, and immediately deliver to Owner all documents received by Renter relating to any legal action resulting therefrom. Subject to applicable law, Renter accepts responsibility and shall pay Owner for: (a) the cost to repair any damage to a Rental Items- whether caused by Renter or the cause is unknown, up to the fair market value of the Rental Item; (b) the cost to replace the Rental Item or the cost to repair damages resulting from the Rental Item's theft, up to the fair market value of the Rental Item; (c) the cost to repair vandalism damage; (d) Owner's administrative fees; (e) towing, storage and impound fees; and (f) any injury to or death of any person and damage to or destruction of any property relating to Renter's use of the Rental Items.

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 Rental Items; and (c) any loss of the Rental Item's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

Prohibited Vehicle Uses: The following Vehicle uses are prohibited and shall constitute a breach of this agreement: (a) using it in an illegal, reckless, or negligent manner; (b) smoking in it; (c) driving it under the influence of alcohol or drugs (even with a prescription); (d) towing or pushing anything; (e) driving it on an unpaved or unsafe surface; (f) transporting people in excess of the number of manufacturer-installed seat belts; (g) driving it by anyone other than a properly licensed and Owner approved driver; (h) transporting persons for hire; (i) transporting explosives, chemicals, corrosives and other hazardous materials; and (j) driving it outside Oregon without approval. These uses shall in no way be considered an exhaustive list of prohibitions constituting a breach of this agreement. If Renter breaches this Agreement, Renter's right to use the Vehicle shall automatically terminate and Owner may (without waiving any rights and remedies) impose monetary penalties, seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises.

Insurance: Renter shall provide Owner with a certificate of insurance naming Central Planning, LLC as "Additional Insured" under Renter's Auto Liability and Comprehensive General Liability Policies and as "Loss Payee" under Renter's Comprehensive and Collision Policy. Full comprehensive and collision coverage shall be applicable to any and all vehicles provided by Owner in the amounts specified:

Auto Liability:

Must be in an amount of no less than
\$1,000,000/\$1,000,000 bodily injury liability
\$1,000,000 property damage liability

Auto Physical Damage:

Certificate must name Central Planning
as Loss Payee for physical damage to
rented vehicles.

Comprehensive General Liability:

Must be in an amount of no less than
\$1,000,000/\$1,000,000 bodily injury liability
\$1,000,000 property damage liability

Misc. Rented Equipment:

Limits must equal or exceed the replacement value of rented equipment.

By this agreement, Renter agrees that its liability coverage and financial responsibility shall be primary and Owner's liability coverage (if any) and financial responsibility (if any) shall be secondary. Renter shall timely pay all required deductible payments. If the cost to repair Rental Item 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, then Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible. Failure of Renter to provide a certificate of insurance shall not relieve Renter of its insurance obligations.

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



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Master Rental Agreement

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 Rental Item 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 if a Rental Item has any mechanical failure or other failure not caused by Renter, and if Owner is liable under applicable law for such breach or failure, then Owner's sole liability and Renter's sole remedy is limited to Owner providing a similar substitute Rental Item to Renter or Renter's recovery of the pro rata daily Rental Rate for the period in which Renter did not have use of the Rental Item, at Owners discretion. Renter waives all claims for consequential, punitive and incidental damages that might otherwise be available to Renter, including but not limited to claims of loss of production time. In no event shall damages owed by Owner exceed the rental amount of the specific equipment involved in the liability.

Legal Matters: This Agreement shall be construed under and governed by Oregon 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 Oregon and the United States District Court having jurisdiction over Multnomah County, Oregon. 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.

Renter Company Name: _____

Renter Company Address: _____

Renter Company City, State, Zip: _____

Print Authorized Representative Name: _____ Date: _____

Renter Company Authorized Representative Signature: _____

****REDUCE PAPERWORK** By initialing here, I authorize this Master Rental Agreement to apply to all future projects for Renter Company, thus requiring only a signed 'Project Authorization' to be filled out for each individual production.**

