

# **KZR, INC.**

## **RENTAL AGREEMENT**

This is a binding agreement between KZR, INC. and below-signed individual representing named production company (RENTER). Agreement is binding upon both. By signing, Renter understands, and agrees to abide by, the conditions and terms described herein:

1. RENTER agrees not to make any alterations or additions to or changes in to said equipment or any part thereof, without KZR, INC. consent.
2. RENTER shall indemnify and hold harmless KZR, INC. (including any and all sub-contractors) from any and all liabilities, claims, damages, costs, expenses, and lawsuits including any and all liabilities, claims, damages, costs, expenses, and lawsuits uncured as a result of contributory negligence of the RENTER and/or the sole negligence of the RENTER. The RENTER assumes full responsibility for all risks of loss and/or damage to KZR, INC. for any loss of damage to said equipment. The RENTER shall indemnify and hold harmless KZR, INC. for any injuries sustained or incurred by an employee or sub-contractor of the RENTER regardless of whatever injuries are sustained as a result of CONTRIBUTORY or sole negligence of RENTER. Renter assumes full responsibility for loss and/or damage to any property or equipment from whatever cause during this agreement. Agreement extends from when vehicle leaves KZR, INC. premises (Desmond's) until it returns (portal to portal). KZR, INC. is not responsible for articles left by RENTER in and around rented vehicles. RENTER shall cover loss of income equal to the base rental rate of lost/damaged vehicle and/or equipment multiplied by the number of days required to repair to replace lost/damaged item. All equipment is offered for inspection. Failure to inspect waives RENTER'S rights to claim vehicles or equipment were not in conformity with those requested and in good state of repair at time of delivery.
3. RENTER must provide KZR, INC. with certificates of insurance satisfactory to KZR, INC. evidencing the following minimum coverage's:  
**AUTOMOBILE LIABILITY IN THE AMOUNTS NOT LESS THAN:**  
\$1,000,000/\$1,000,000 Bodily Injury Liability  
\$1,000,000 Property Damage Liability or  
\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability  
**AUTOMOBILE PHYSICAL DAMAGE IN THE AMOUNTS NOT LESS THAN:**  
\$1,000,000  
**COMPREHENSIVE GENERAL LIABILITY IN AN AMOUNT NOT LESS THAN:**  
\$1,000,000/1,000,000 Bodily Injury Liability  
\$1,000,000 Property Damage Liability or  
\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability

The Auto Liability and General Liability policies shall be endorsed to include KZR, Inc. as Additional Insured said certificate shall also contain a statement the RENTEE'S insurance is primary with respect to KZR, INC. over all other insurance. RENTEE shall provide full comprehensive and collision coverage applicable to any and all vehicles provided under the terms of this agreement in an amount satisfactory to KZR, INC. shall provide KZR, INC., a 10-day advance notice of cancellation or reduction in coverage.

4. It is further understood and agreed that in the event of loss or damage, vehicle shall be replaced with like kind and quality and the RENTER shall be obligated for loss of rental revenue until such time that the equipment is fully repaired and returned to KZR, INC., RENTER or full payment and settlement of loss is received by KZR, INC..
5. Parties hereto agree that if any legal action is necessary to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fee in addition to any other relief to which that party may be entitled.
6. All invoices are due at the end of the job unless credit terms have been established. All invoices not paid within thirty (30) days of the last day of the job will incur a late penalty of 2.0% of the total invoice compounded monthly until paid in full. A 3.5% credit card surcharge may be included with any discount not at full rate.
7. By signing the rental agreement and booking a vehicle, RENTER agrees to pay the daily rate for each day booked regardless of cancellation. Whenever possible, KZR, INC. will rent the cancelled vehicle to another client and waive the fee for the original RENTER.
8. All charges are figured portal-to-portal, meaning from the time the vehicle leaves KZR'S lot (Desmond's) to the time it returns in LIKE CONDITION. Like condition means dumped, fueled and prepped for the next job. Average dump, fill and clean time is 30-45 minutes per vehicle, more if interior is excessively dirty. Double trailers require extra time.

**RATE \$150.00 PER DAY NOT INCLUDING THE DRIVER + \$25 PER DAY PER VEHICLE PARKING**

kzr, inc., 416 W. Madison Avenue, Montebello, CA 90640 (323) 217-5563 Henry		
Named Insured		Project Name
Your Name		Signature
Billing Address		
Shoot Dates:	Day Shoot	Night shoot
PO#	Job #	