



Eastern Effects Rental Contract #2

C.O.D
(With Vehicle)
4 Pages

TO CONFIRM YOUR ORDER PLEASE RETURN THE FOLLOWING PAPERWORK

1. A copy of the signed ESTIMATE. INITIAL THE "JOB OUT & JOB RETURN" DATES.
2. The completed and signed RENTAL TERMS & CONDITIONS.
3. The completed and signed VEHICLE RENTAL AGREEMENT.
4. The completed and signed CREDIT CARD AUTHORIZATION.
5. A valid CERTIFICATE OF INSURANCE. SEE "INSURANCE" BELOW FOR MORE INFO.
ALL VEHICLE RENTALS REQUIRE VEHICLE INSURANCE
6. A valid NEW YORK STATE RESALE CERTIFICATE or TAX EXEMPTION (if applicable).

The above actions signify that all parties have agreed to the terms of the Estimate and EEI's Rental Requirements. EEI will begin preparing the requested package for rental only when the fore-mentioned actions are satisfied.

PAYMENT

1. PAYMENT TERMS ARE C.O.D. PAYMENT IS ACCEPTED IN THE FOLLOWING FORMS:

- Check (Corporate, Personal, or Certified) – Payment in full at time of equipment pickup.
- Credit Card (Visa, MasterCard, American Express, Discover) – Payment in full at time of equipment pickup.
- Cash – Payment in full at time of equipment pickup. CREDIT CARD DEPOSIT MAY BE REQUIRED.

2. SECURITY DEPOSITS:

- Required for any rental or additional rental package that exceeds one (1) week.
- The deposit will be equivalent to one week's rental rate.
- Deposits are held until all monies owed to Eastern Effects, Inc. have been paid in full.
- Check, Credit Card, or Cash are all acceptable deposit payment forms.

INSURANCE

1. ALL CUSTOMERS MUST PROVIDE EEI WITH INSURANCE PRIOR TO THE FIRST RENTAL:

- Eastern Effects, Inc. Must Be Listed As an "Additionally Insured and Loss Payee" On the Policy.
- Vehicle Insurance Must Include: **Hired Autos, Non-Owned Autos, and Physical Damage at No Less Than \$125,000.00 Per Vehicle Rented.**
- **Customer's Renting a Combi Truck Must Provide Physical Damage at No Less Than \$175,000.00**
- Also Make Sure of the Following: (1) The policy is written by a United States carrier in U.S. dollars. (2) The customer's policy provides coverage for rented equipment, accessories and vehicles for both property and liability. (3) The limit of liability is clearly stated. (4) The deductible, if any is indicated. (5) The coverage is all risk. (6) The coverage is written on a world-wide basis, including transit. (7) The coverage is written on a "Replacement Cost Basis" without deduction for depreciation. (8) The captioned policy will be endorsed to provide 30 days written notice to Eastern Effects, Inc. in the event of cancellation, reduction, or increase in coverage. (8) The policy includes an endorsement stating that with respect to equipment rented from Eastern Effects, Inc. as their interest may appear. (9) The certificate is signed by either a representative of the insurance company or an agent of the company. (10) Auto Liability coverage shall be PRIMARY and NON CONTRIBUTORY.

Thank you for your order. We appreciate your business and look forward to working with you!

EASTERN EFFECTS, INC. 210 Douglass Street, Brooklyn, NY 11217 (718) 855.1197 (888) 566.6547 efax geteffected@easterneffects.com

RENTAL TERMS & CONDITIONS

The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting, grip, and/or vehicle (hereinafter described as equipment) in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to EASTERN EFFECTS INC. compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate EASTERN EFFECTS INC. in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants EASTERN EFFECTS INC. unconditional permission to charge his credit card account for equipment lost, stolen, or damaged.

In no event shall EASTERN EFFECTS INC. be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify EASTERN EFFECTS INC. immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to EASTERN EFFECTS INC. immediately upon the holding of the required test by the renter, and provided the said equipment is returned to EASTERN EFFECTS INC. forthwith for inspection by EASTERN EFFECTS INC., and provided there is a defect of non-function as claimed by the renter, and EASTERN EFFECTS INC., in its sole judgment determines that said defects was not caused by any act of the renter or its employees or agents, then EASTERN EFFECTS INC. shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by EASTERN EFFECTS INC. shall be abated from the time acceptance of such return in the event EASTERN EFFECTS INC. substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by EASTERN EFFECTS INC. of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.

The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to EASTERN EFFECTS INC. The renter further agrees to pay the per diem rental rate for each day past the due date. No allowance will be made for any reason.

The renter agrees that the leased property herein will not be taken from the ground in an airplane or any machine used for air travel without written consent of EASTERN EFFECTS INC. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally. The renter agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles and/or equipment showing ownership of EASTERN EFFECTS INC.

If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, EASTERN EFFECTS INC. shall have the option to retake immediate possession of said equipment and for such purpose EASTERN EFFECTS INC. its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

The renter agrees to pay all reasonable attorney's fees and costs incurred by EASTERN EFFECTS INC. in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

The acceptance of the return of the rented equipment is not a waiver by EASTERN EFFECTS INC. of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

No terms, representation or warranty, express or implied, not herein set forth in writing shall bind EASTERN EFFECTS INC.

The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

The Pickup Time for Vehicle Related Packages Must Be Agreed Upon with Eastern Effects 24hrs. Before the Check-out Date. Latest Pickup Time for all Vehicle and/or Equipment Packages is 3:00pm. ALL EQUIPMENT/VEHICLES MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES.

Signature: _____ Dated: _____

Name (please print): _____

Title: _____

EASTERN EFFECTS VEHICLE RENTAL AGREEMENT

For the safety and protection of Eastern Effects' vehicles and the crew members that operate them, please read, INITIAL EACH LINE, and sign the following Vehicle Rental Agreement.

- ___ Production shall provide EEI with all required Insurance per the Eastern Effects Rental Contract.
- ___ Production shall provide and retain a responsible and capable driver with a valid United States Driver's License for any rented vehicle*.
*NOTE 5 TON AND COMBI TRUCKS REQUIRE A COMMERCIAL DRIVER'S LICENSE.
- ___ Production agrees to provide and retain ONE driver to operate the vehicle for the duration of the vehicle rental.
- ___ Production shall ensure that the said driver come to EEI's warehouse during our regular business hours to receive driver training on the rented vehicle in advance of the truck leaving our facility. Driver training takes a minimum of 45 minutes to complete. No vehicle will be released until the driver training is complete and EEI is satisfied that the hired driver is capable of driving the rented vehicle.
- ___ Driver must present a valid United States Driver's License at the time of training. Eastern Effects has the right to refuse any driver that does not have a valid United States Driver's License.
- ___ Driver must comply with all driver training instructions and directives. Driver will take a test drive with an Eastern Effects employee. EEI has the right to refuse any driver that is not capable or qualified to operate the rented vehicle, or any driver that is unwilling to comply with vehicle instructions.
- ___ Production agrees to notify Eastern Effects immediately if the assigned driver is not driving the rented vehicle for ANY reason during the course of the vehicle rental. If a new driver is assigned to the vehicle, Production must notify EEI immediately and ensure that the new driver takes EEI's driver training before that person drives the rented vehicle.
- ___ Any damages or complications that arise due to an unauthorized change of driver, or general driver error, are the financial responsibility of Production.
- ___ All traffic and parking violations are the financial responsibility of Production.
- ___ Eastern Effects' provides Drivers / Driver Swings at the request of Production only. The day rate for a Driver / Driver Swing can be negotiated directly with the hired crew member. Production agrees to make all labor payments directly to the hired crew member. Driver time is Port to Port.
- ___ Vehicle rentals are subject to the terms stipulated in the Rental Terms & Conditions.

For Customer's Renting Vehicle Storage at 562 Baltic Street, Brooklyn 11217

- ___ It is understood and agreed that Production ("Tenant") is renting the use of one or multiple vehicle storage spaces at 562 Baltic Street Brooklyn, NY 11217 solely for its own use and will utilize the space accepting all responsibility for damage to any vehicle parked in the space by Tenant, its employees or invitees, for any personal property or equipment stolen from the vehicle while parked there and that Eastern Effects, Inc. has no responsibility for such damage or theft. Tenant also agrees that it shall bear exclusive responsibility for any damage caused by any of its employees or invitees to any other vehicle or persons using the vehicle storage space at 562 Baltic St. Tenant hereby waives any right it might otherwise have to make any claim against Eastern Effects, Inc. for any damage or theft resulting from Tenant's use of the vehicle storage space.

Signature: _____ **Dated:** _____

Name (please print): _____

Title: _____

* Driver Name and Contact Information: _____

CREDIT CARD AUTHORIZATION

Company Name: _____ Date: _____

Contact: _____

Address: _____

Phone #: _____

Email: _____

Credit Card Information

Type of Card: *Visa* *Mastercard* *American Express* *Discover*

Is this Card?: *Debit* *Corporate*

Card Number: _____ Exp. Date: _____

Security Code _____

(4 digits above account number for American Express or last 3 digits on back for all other cards)

Cardholder's Name: _____

Billing Street Address: _____

City, State, & Zip Code: _____

Cardholder's Telephone #: _____

Cardholder's Email: _____

DEPOSIT FOR EQUIPMENT RENTAL

Deal #: _____

Amount: \$ _____

PREPAYMENT OR PAYMENT FOR RENTAL

Deal #: _____

Amount: \$ _____

Please sign if credit card can be kept on file for future orders: _____

I hereby authorize Eastern Effects, Inc. and its successors to charge to the above credit card any rental fees, security deposit, missing & damaged equipment fees, past due rental fees, or any other fees or charges related to any purchase, rental, repair, or any other service provided to the above named customer. I was given an opportunity to review Eastern Effects, Inc.'s terms and conditions and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by Eastern Effects, Inc.'s terms and conditions.

Cardholder's Signature: _____ Date: _____

Name & Title (printed): _____