

# EQUIPMENT LEASE AGREEMENT BETWEEN

1524 Edwards Ave., Suite 5 • Harahan, LA 70123  
(504) 309-6612 • (504) 309-6613 Fax

www.nolafl.com

And:

1. **INDEMNITY** Lessee/Renter ("You") agree to defend, indemnify, and hold NOLA FILM ("Us" or "We") harmless from and against any all claims, actions, cause of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Vehicles and Equipment leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of our sole negligence or willful act, from the time the Equipment leaves our place of business when you lease it until the Equipment is returned to us.

2. **LOSS OF OR DAMAGE TO EQUIPMENT** You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damages to or loss of the Equipment caused by our sole negligence or willful misconduct. You are also responsible for loss of use and you shall fully compensate us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable.

3. **HOLD HARMLESS** Lessee agrees to assume any and all risks arising out of the use and/or possession and/or operation of leased equipment and to indemnify NOLA FILM and hold NOLA FILM harmless for any and all claims by Lessee, its agents, guests, employees, of any other person or entity.

4. **DOWN TIME** NOLA FILM will not be liable for any loss or damage resulting from mechanical breakdown or other down time. In the event that service or repair costs incurred by the Lessee are later determined to be chargeable to NOLA FILM at such costs will be reimbursed by NOLA FILM's current repair rates or actual amount paid, whichever is less. The rent on any Equipment will not be prorated or abated while the Equipment is being serviced or repaired, for any reason for which you are liable.

5. **INSPECTION** Lessee has inspected the unit as described above and found it to be in good repair, clean, with full fuel, propane and water tanks and empty waste holding tanks. Lessee acknowledges the equipment is in good repair, undamaged and not requiring maintenance or service. Any discrepancy is duly noted on Check-Out sheet signed by both the Lessor and Lessee.

6. **LEASE PERIOD** This lease is for a period of time determined by Start Date above and ending at 12 noon on return date. Rental charges will apply to equipment on return date if returned after 12 noon.

7. **CHARGEABLE DAYS** Lessee agrees to pay rent to NOLA FILM at daily rate shown above. Days chargeable are determined by the count of calendar days beginning at above Start Date and ending on actual return date if after 12 noon.

8. **PAYMENT** Payment is due upon receipt. Any payments not made within thirty (30) calendar days of the date of the invoice will be considered late. You agree to pay interest on late payments at a rate of twelve percent (12%) per annum which begins to accrue on the date of the invoice.

9. **CLEANING** Lessee to pay NOLA FILM for cleaning vehicle in and out at current NOLA FILM rate. Charges to be waived at NOLA FILM discretion.

10. **DRIVER** Lessee will employ properly licensed personnel with competence and experience in the operation and care of leased equipment. NOLA FILM does not employ drivers. Lessee will employ a driver for leased equipment if necessary.

11. **RETURN** Lessee will return leased equipment to NOLA FILM facility and is bound by all terms and conditions of the Lease Agreement until both Lessee and Lessor have signed the Check-In sheet for said equipment. Lessee will return equipment in the same condition it was received. Lessee will reimburse NOLA FILM for any repairs required due to Lessee's use. Current labor rates will apply. Lessee will not abandon unit under any circumstances. All vehicles shall be returned with a full tank of fuel. If not, you agree to pay a re-fueling fee of the actual re-fueling cost plus one dollar (\$1.00) per gallon administrative fee.

12. **INSURANCE** Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. Lessee will be responsible for the Replacement Cost of each vehicle under their Commercial insurance program on a stated amount basis. The stated value of the vehicle(s) is \$ SEE VALUE ABOVE. In addition Lessee shall furnish to NOLA FILM a Certificate of Insurance evidencing such coverage for the Property. Listing NOLA FILM as the "Loss Payee" on the Property policy for the replacement cost of the vehicle. Lessee will also maintain a General Liability policy with a personal injury & property damage combined single limit per occurrence of \$2,000,000 (2 Million Dollars) & Auto Liability coverage with a combined single limit of \$1,000,000 (1 Million Dollars). Coverage must include Collision & Comprehensive coverage. Lessee shall provide NOLA FILM with a certificate of insurance naming NOLA FILM is an additional insured on General Liability policy specifying that thirty (30) days prior written notice of cancellation. Auto Liability coverage must be referenced as well. **WE WILL IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, LOSS OF PROFITS, AND/OR THIRD PARTY CLAIMS.**

13. **MAINTENANCE** Lessee will be responsible for routine maintenance on leased equipment. The lessee will keep all oils and fluids at proper levels. The lessee will change oils, fluids, filters, and spark plugs at recommended intervals. The Lessee is responsible for keeping the leased equipment clean at all times.

14. **COURT COST** Lessee will reimburse NOLA FILM for any and all costs incurred as a result of the Lessee's breach of any of the within covenants.

15. **TERMINATION** Lessee agrees NOLA FILM reserves the right to terminate this lease agreement at any time. Termination of lease will include the repossession of leased equipment by NOLA FILM.

16. **WORK COMPENSATION INSURANCE** You shall, at your own expense, maintain worker's compensation/employer's liability insurance during the course of the Equipment rental with minimum limit of \$1,000,000.

17. **COMPLIANCE WITH LAWS AND REGULATIONS** You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, you shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorney fees.

18. **ACCIDENT REPORTS** If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers.

19. **ADDITIONAL EQUIPMENT** Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the week rental, security deposit, and stipulated loss value of the additional Equipment. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties. However, failure by us to amend this Agreement in writing does not relieve you of the obligations to pay for Additional Equipment and the terms of this Agreement apply to the Additional Equipment leased by you.