



ONLY VANS LLC PRODUCTION RENTAL AGREEMENT

This PRODUCTION RENTAL AGREEMENT, together with any attached Schedules (collectively “Agreement”), is made [Date], by and between Only Vans LLC, located at 6200 De Soto Avenue #33404 Woodland Hills, CA 91367 (the “Lessor”), and [Company], located at [Address] (the “Lessee”). Both Lessor and Lessee are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lessor is in the business of providing production rentals for smaller productions to help simplify the needs for prep and production;

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, those certain production rental items of personal property listed on the attached **Schedule A**; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Lessor and Lessee agree as follows:

TERMS AND CONDITIONS

1. **Lease Agreement.**

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the production rental equipment identified on **Schedule A**, attached, and incorporated in this Agreement (“Equipment”), upon the terms and conditions of this Agreement.

2. **Term.**

The Equipment will be “placed in service” by Lessor, within the meaning of Internal Revenue Code section 168 (26 U.S.C.A. § 168), and the term of this Agreement shall begin on [Date]. Except as otherwise provided in this Agreement, the term of this Agreement shall remain in full force and effect until [Date].

3. **Payment.**

Lessee shall pay to Lessor rent in the amount of \$[Amount], due upon signing of this Agreement. All payments under this Agreement shall be made to Lessor at the address set forth above or at such other address, or to Lessor’s assignee, if any, as Lessor may designate by written notice. Lessee agrees to Lessors processing of any bank information or credit card information to satisfy payment due under this Agreement.

4. **Personal Property of the Lessor.**

This lease is a “true lease.” The Equipment is, and shall always remain, the sole personal property of Lessor, notwithstanding that it or any part of it may be or become attached to, embedded in, or permanently resting on the real or personal property of Lessee or any other person or firm not a party to this Agreement. Lessee shall have no right, title, or interest in the Equipment, except as provided in this Agreement. Lessee shall not hold themselves out as an owner of the Equipment, or take any action that

would be inconsistent with the ownership of the Equipment by Lessor or that would otherwise be inconsistent with, or outside the scope of, this Agreement.

5. **Use.**

Lessee shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment. If at any time during the term of this Agreement Lessor supplies Lessee with labels, plates, or other markings stating that the property is owned by Lessor, Lessee shall affix and keep them in a prominent place on the Equipment.

6. **Vehicles.**

If the Equipment includes vehicles, then prior to the delivery of the Equipment, Lessee shall furnish Lessor with the driver's licenses of each individual who will drive a vehicle, which shall indicate that the driver is at least 21 years of age and that the driver's license is valid. Lessee shall require drivers to operate vehicles with reasonable care and diligence and to comply with standard written instructions furnished by Lessor covering the operation and maintenance of the vehicles. Lessee shall also obtain license number, state of issuance, and residence shown from each licensed driver, and this information shall be maintained as a part of Lessee's regular business records.

Vehicle Fuel Requirement: Lessee shall and is expected to return any vehicles rented out as Equipment, with a full tank of fuel. Lessee acknowledges and agrees that if they return the vehicle back with less than a full tank, Lessor shall charge Lessee **\$9.00 per gallon** of gas needed to fill up the vehicle's fuel tank.

7. **Maintenance, Alterations, and Repair.**

Lessee shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Equipment. Lessee, at his/her/its sole cost and expense, shall see that the Equipment is not subjected to careless or needlessly rough usage and shall use its best efforts to keep the Equipment in good repair, condition, and working order. Lessee agrees that he/she/it will make no alterations, modifications, additions, or improvements to the Equipment without Lessor's express written consent. Any alterations, modifications, additions, or improvements shall immediately become the property of Lessor subject to the terms of this Agreement.

8. **Lessor Warranties.**

Lessor represents and warrants that Lessor is organized and validly existing under the laws of the State of California, and has title and ownership to rent the Equipment identified in Schedule A to Lessee.

9. **Lessee Warranties.**

Lessee represents and warrants that they have relied on Lessor's warranties in this Agreement, has made or refused to make a full examination and inspection of the Equipment, and has the authority to execute this Agreement.

10. **Disclaimer of Warranties.**

LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS DELIVERED "AS IS" AND "WITH ALL FAULTS." LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT. LESSEE ACCEPTS THE

EQUIPMENT AS IS, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EXPRESSLY WAIVES ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE STATUTORY WARRANTIES OF DIVISION 10 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE, WHICH INCLUDE Cal. Com. Code § 10211 (IMPLIED WARRANTY OF QUIET ENJOYMENT), Cal. Com. Code § 10211 (IMPLIED WARRANTY AGAINST INFRINGEMENT), Cal. Com. Code § 10212 (IMPLIED WARRANTY OF MERCHANTABILITY), Cal. Com. Code § 10213 (IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), AND Cal. Com. Code § 10212(c) (IMPLIED WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF THE TRADE).

11. Loss or Damage.

Lessee shall bear the risk of all direct, indirect, or consequential loss, damage, or deprivation of use of the Equipment. If the Equipment is lost, stolen, or otherwise disappears, or if the Equipment is damaged to such an extent that it cannot, in the sole opinion of Lessor, economically be restored to good operating order, condition, and appearance, Lessee shall promptly pay Lessor an amount equal to the Stipulated Loss Value of the Equipment as of the date first missing or immediately prior to being damaged. As used in this Agreement, "Stipulated Loss Value" shall mean the value of the Equipment as set forth in **Schedule A** or in such subsequent schedules that may be made a part of this Agreement. Lessee shall remain obligated for all rental and other charges accrued through the date that Lessee pays to Lessor the Stipulated Loss Value. Upon receipt by Lessor of Lessee's payment in full of the Stipulated Loss Value and all rental and other charges accrued through the date of Lessor's receipt of that payment, Lessee's obligation to pay rent on the lost or damaged Equipment shall cease and terminate and the rent due for the remaining Equipment subject to this lease, if any, shall be reduced by the amount that the total rental payment can reasonably be allocated to the lost or damaged property.

Should only a part of the equipment be lost or damaged, Lessor shall, in their sole discretion, opt to charge Lessee the fair market value for such missing or damaged part to restore the Equipment to its original and undamaged condition. Such fair market value shall be assessed at the time of the Lessee's return of the Equipment.

12. Return of Equipment.

On expiration or earlier termination of this Agreement, Lessee shall, unless Lessee has paid Lessor the "Stipulated Loss Value" set forth above, return the Equipment to Lessor in good repair, ordinary wear and tear excepted, in the following manner as may be specified by Lessor:

(a) By delivering the Equipment at Lessee's expense to such place as Lessor shall specify within the county in which the Equipment was delivered to Lessee or to which the Equipment was removed with the written consent of Lessor; or

(b) By loading the Equipment at Lessee's cost on board such carrier as Lessor shall specify and shipping the Equipment, freight collect, to the destination designated by Lessor.

13. Insurance.

Lessee shall, at their own cost and expense, insure the Equipment for the risks and amounts as Lessor may require with carriers acceptable to Lessor, shall maintain a loss payable endorsement in favor of Lessor affording to Lessor additional protection as Lessor may require, and shall maintain liability insurance satisfactory to Lessor. All the insurance required under this Agreement will name Lessor and Lessee as co-insureds. The policies shall provide that they may not be cancelled or altered without 60 days' prior

written notice to Lessor, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Equipment will be payable only to Lessor. Lessee shall deliver to Lessor evidence satisfactory to Lessor of all the required insurance.

14. Taxes and Fees.

Lessee will prepare, execute, and file returns and pay, on a timely basis, at Lessee's expense all sales and use taxes and any other personal property taxes, charges, assessments, or levies imposed on or against the Equipment of whatever kind or nature together with any penalties or interest in connection with these charges, except any taxes on or measured by Lessor's net income. If any tax is, by law, to be assessed or billed to Lessor, Lessee at their expense will do anything required to be done by Lessor in connection with the levy, assessment, billing, or payment of the tax, and is authorized by Lessor to act on Lessor's behalf in these respects; Lessee shall cause all billings of these taxes to Lessor to be made to Lessor in care of Lessee and will from time to time, on request of Lessor, submit written evidence of the payment of all of the governmental obligations mentioned in this section.

15. Lessee's Failure to Maintain Insurance or Pay Taxes.

Should Lessee fail to make any payment or do any act as required in connection with its duties to maintain insurance or pay taxes under this Agreement, then Lessor shall have the right, but not the obligation, without notice to or demand on Lessee, and without releasing Lessee from any obligation under this Agreement, to make or do the same, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of Lessor appears to affect the Equipment, and in exercising this right, incur any liability and expend whatever amounts in Lessor's discretion it may deem necessary. All expenses so incurred by Lessor will be without demand immediately due and payable by Lessee and will bear interest at the rate of 8% per annum until paid.

16. Indemnity.

Lessee shall indemnify Lessor against, and hold Lessor harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the property.

17. Security Deposit.

Lessor acknowledges that Lessee has deposited with Lessor as security, the sum of \$ **Dollar Amount of Security Deposit** as security for the performance of Lessee's obligations under this Agreement. That sum may, at Lessor's option, be applied to satisfy any of Lessee's obligations that may be in default, but the making of the deposit will not excuse Lessee from performance of any of those obligations. Any portion of that sum that has not been applied by Lessor will be returned to Lessee at the termination of this Agreement.

18. Lessee Records and Statements.

Lessee will keep financial books and records in accordance with generally accepted accounting standards and practices. Lessee will furnish Lessor with true and correct copies of financial statements that Lessor may reasonably request from time to time, and shall permit Lessor, on reasonable notice, to examine and audit his/her/its books and records.

19. Default.

(a) The occurrence of one or more of the following events shall constitute an “Event of Default”: Lessee fails to pay when due any rental, or any other payment becoming due under this Agreement; Lessee fails to perform any other obligation assumed by Lessee under this Agreement; or Lessee or any guarantor of the obligations of Lessee: (i) becomes insolvent; (ii) commits an act of bankruptcy; (iii) becomes subject to any voluntary or involuntary bankruptcy proceeding; (iv) makes an assignment for the benefit of creditors; (v) appoints or submits to the appointment of a receiver for all or any of his/her/its assets; (vi) admits in writing his/her/its inability to pay his/her/its debts as they become due; or (vii) enters into any type of voluntary or involuntary liquidation.

(b) On the happening of an Event of Default, Lessor may, at its option and without notice or demand to Lessee: (i) immediately terminate this Agreement and Lessee’s rights under it; (ii) require Lessee to return the Equipment to Lessor at Lessee’s expense; (iii) enter, without demand or notice and without court order or legal process, upon any premises where the Equipment may be located and take immediate possession of it; (iv) declare the entire balance of rent and charges for the remainder of the term and all other unpaid amounts immediately due and payable; and (v) draw on any security deposit or letter of credit, or take any other security pledged by Lessee to guaranty his/her/its obligations under this Agreement, in full or partial payment of Lessee’s obligations in default.

(c) In addition to the foregoing, Lessee shall also pay to Lessor on demand all fees, costs, and expenses incurred by Lessor by reason or occurrence of an Event of Default by enforcing its rights under this Agreement, including, without limitation, reasonable attorney’s fees. The remedies provided Lessor in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies provided in this Agreement or existing at law or in equity, any one or more of which may be exercised simultaneously or successively. No termination, repossession, or other act by Lessor after default by Lessee shall release Lessee from any of their obligations under this Agreement.

20. Offset.

Lessee waives any existing and future claims and offsets against rent or other payments due under this Agreement and agrees to pay the rent and other amounts regardless of any offset or claim that may be asserted by Lessee or on Lessee’s behalf.

21. Assignment or Sublease.

Lessee may not sublease, assign, or transfer any of Lessee’s right or obligations under this Agreement, either by Lessee’s own act or by operation of law or permit the Equipment or any part of the property to be used by anyone other than Lessee or Lessee’s employees, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may, in whole or in part and without Lessee’s consent, assign or transfer its interest in this Agreement. Notwithstanding the foregoing, any attempted sublease or assignment that materially changes the duty of, or materially increases the burden or risk imposed on, the nonassigning party shall be void, without that party’s express written consent, which shall be in the nonassigning party’s absolute discretion.

22. Notices.

All notices and other communications required or permitted under this Agreement shall be validly given, made, or served, if in writing and delivered personally or sent by registered mail, to the parties at the address set forth above or any e-mail addresses or at any other address as any party may, from time to time, designate by giving written notice pursuant to this section.

23. Applicable Law.

This Agreement shall be governed by and construed under the laws of the State of California, and jurisdiction for any dispute arising from or relating to this agreement shall be in the State of California, in the County of Los Angeles.

24. Attorney's Fees.

If either Party files any action or brings any proceeding against the other arising out of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which they might be entitled.

25. Entire Agreement, Modification, and Waiver.

This Agreement represents the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, and supersedes and replaces all prior agreements and understandings, whether oral or written. The provisions of this Agreement cannot be amended, supplemented, or changed, nor can any of its provisions be waived, except by a writing signed by the party against whom enforcement is sought. No waiver of a breach of this Agreement shall be deemed to constitute a waiver of a further breach, whether similar or dissimilar.

IN WITNESS WHEREOF, the Parties hereto have read and executed this Agreement:

LESSOR:

LESSEE:

By: [Name]
Title: [Title]
Only Vans LLC
Email:

Date: _____

By: [Rep's Name]
Title (if applicable):
Company (if applicable):
Email: [client email]

Date: _____

ONLY VANS LLC PRODUCTION RENTAL AGREEMENT

SCHEDULE A

This Schedule A, incorporated into the attached PRODUCTION RENTAL AGREEMENT, is made **[DATE]**, by and between Only Vans LLC, located at 6200 De Soto Avenue #33404 Woodland Hills, CA 91367 (the “Lessor”), and **[Customer’s Name]**, located at **[Address]** (the “Lessee”). Both Lessor and Lessee are individually referred to herein as a “Party” and collectively as the “Parties.”

The Parties agree that the Equipment rented out by Lessor to Lessee shall be the following:

| Equipment Type | Quantity | Stipulated Loss Value | Rental Rate | Total |
|----------------|----------|-----------------------|------------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | SUB TOTAL | |
| | | | | |
| | | | TOTAL | |

LESSOR:

LESSEE:

By: **[Name]**
 Title:
 Only Vans LLC
 Email:
 Date: _____

By: **[Rep’s Name]**
 Title (if applicable):
 Company (if applicable):
 Email: **[client email]**
 Date: _____