

MASTER VEHICLE LEASE AGREEMENT

DEFINITIONS:

VEHICLE(S): Any and all motor vehicles which are listed under Unit Information on Page 2.

STATED VALUE(s): The Value of said Vehicle(s) is/are listed in Unit Information on Page 2.

FEASIBLE ECONOMIC REPAIR: Less than 60% of the Stated Value listed on Page 2.

RATE: The rate which Lessee shall pay to Lessor for EACH Vehicle Lessor leases to Lessee, and which is stated under Unit Information on Page 2.

LESSEE: "Lessee" means Lessee and any and all of its employees, agents, third party merchants and hirees, subcontractors, successors and/or assigns.

TERMS:

1. GRANTS OF RIGHTS: Lessor hereby grants Lessee the exclusive rights during the term hereof to use subject Vehicle(s)
2. DURATION: The duration hereof shall commence on the date on which said Vehicle(s) is/are picked up ("Date Out") and shall continue until said Vehicle(s) is/are returned to the Lessor ("Date In"). Lessee shall be responsible for the pick-up and return of said Vehicle(s). Such transport shall always be *via* trailer or carrier transport. Furthermore, any transport of said Vehicle(s) during the term hereof shall be *via* trailer or carrier transport when the distance of said transport is in excess of 5 miles. Notwithstanding the above, the parties can otherwise agree to amend such terms of transport in a writing attached to this agreement as further addenda.
3. PAYMENT OF RATES: Lessee shall pay 100% (one hundred percent) of stated rate to secure lease, plus taxes if applicable. Lessor reserves the right to require advanced partial or full payment and/or extend credit. Should credit be extended, Lessee agrees to pay full amount owed within (30) days from the date of Invoice. Should Lessor not receive payment within that time Lessee agrees to pay 1.5% interest.
4. INSURANCE: Lessee shall at its own expense fully insure said Vehicle(s) against all risk, loss, theft by fraudulent scheme, theft from unattended vehicles, damage, and/or injury whether personal, bodily, or otherwise. Rental fees previously paid shall not be applied toward the payment of the Vehicle unless otherwise agreed in writing. Lessee shall provide Lessor with a Certificate of insurance which contains the following:
- 1. Automobile insurance in an amount not less than:  
\$1,000,000/\$3,000,000 Bodily Injury/Liability  
\$1,000,000/\$3,000,000 Property Damage Liability
  - 2. Comprehensive General Liability in an amount not less than:  
\$1,000,000/\$3,000,000 Bodily Injury/Liability  
\$1,000,000/\$3,000,000 Property Damage Liability
  - 3. Worker's Compensation/employer's liability insurance not less than \$1,000,000
  - 4. Full Comprehensive and Collision Coverage applicable to any and all Equipment provided under the terms of this Agreement in the amount stipulated.
  - 5. Lessee agrees to name Lessor on all applicable policies of insurance during the term of this Agreement as an additional insured.
  - 6. A provision that Lessor shall be provided a 30-day Notice of Cancellation or reduction in coverage.
- It is further agreed that Lessee's insurance coverage shall commence at the time of Lessee's acceptance of Vehicle(s) and/or Equipment, and is to remain in full force and effect until the Vehicle(s) and/or Equipment is returned to the premises of Lessor. All certificates of insurance shall be signed by an authorized agent or representative of Lessee's insurance carrier(s).
5. LESSOR'S WARRANTIES: Lessor hereby warrants that it has the right and authority, as either the owner of said Vehicle(s) or as the authorized agent of the owner, to make and enter into this agreement and to grant Lessee the rights set forth herein.
6. CONDITIONS OF USE: Lessee agrees:
- a) that said Vehicle(s) shall not be used to carry passengers or property for hire;
  - b) that said Vehicle(s) will not be subleased or rented without prior written consent from Lessor;
  - c) that any and all persons who ride upon and/or outside said Vehicle(s) shall be professionally trained to do same;
  - d) that said Vehicle(s) shall not carry passengers, property, or materials in excess of the rated weight carrying capacity of said Vehicle(s);
  - e) not to use said Vehicle(s) in any race or competition, or to push, propel, or tow another vehicle, trailer, or any other thing without the express written permission of Lessor;
  - f) not to use said Vehicle(s) outside the framework of movie production for any illegal purposes or in any manner negligently or contrary to public policy. This limitation allows for the exemption by law for certain circumstances and actions contained and performed within the production of movies;
  - g) not to permit said Vehicle(s) to be operated on any public roadway, unless doing so for filming and/or rehearsal purposes only;
  - h) to permit said Vehicle(s) to be operated only by persons who are capable to do so, who are expressly authorized by Lessee, who are over the age of 18 years old, and who possess a valid driver's license;
  - i) to pay any and all expenses incurred by operation and/or use by Lessee of same Vehicle(s), including but not limited to fines, court costs, and recovery expenses for parking, traffic, and other violations, and Lessor's loss of use in accordance with paragraph 9 if vehicle(s) is/are damaged; and
  - j) not to permit any illegal use of said Vehicle(s), including but not limited to police impersonation;
  - k) to take reasonable precautions in regard to the use of Vehicle(s) to protect all persons and property from injury or damage.
- Notwithstanding the foregoing, said Vehicle(s) shall only be utilized as stated within the "Grants of Rights".
7. RESULTS AND PROCEEDS: Lessor hereby acknowledges that it has no interest in the results and proceeds of the use of said Vehicle(s) by Lessee hereunder, and so far as Lessor is concerned, all rights in perpetuity and throughout the universe in all photography and sound recordation of or made with the use of said Vehicle(s) shall be the property of Lessee, without limitation or restriction upon Lessee's use thereof.
8. MAINTENANCE: Lessee shall be responsible for the maintenance of said Vehicle(s) and to keep same in good repair, including but not limited to keeping proper type and amounts of fuel, lubricants and other fluids maintained. Lessee shall also, at its expense, be responsible for any mechanical or body damage and upkeep, and any and all other expenses incurred through the operation and possession of said Vehicle(s). At the end of principal photography and before said Vehicle(s) are returned, Lessor shall have the right, with prior notice and at reasonable times, to enter the premises where said Vehicle(s) is/are located or operated with Lessee's representative for the purpose of inspecting same to assure condition. Lessor shall have the right, following such inspection, to require said Vehicle(s) to be maintained or repaired at a service facility by Lessee to match the Vehicle(s) original "Date Out" condition with normal wear and tear excepted. Lessee further agrees to return Vehicle and/or Equipment in clean condition.
9. RETURN OF VEHICLE(S)/EQUIPMENT: All Vehicle(s) and/or Equipment described in this agreement shall remain the property of Lessor. Failure of the Lessee to return the Vehicle(s) and/or Equipment to the place where rented by the date listed hereon shall constitute unauthorized taking of the Vehicle(s) and/or Equipment and can result in criminal warrants for the Lessee or his/her/its agents or employees for theft of said Vehicle(s) and/or Equipment.
10. LOSS OR DAMAGE: Lessee agrees to report any accident, loss or damage to the Vehicle(s) and/or Equipment to Lessor immediately within 24 hours after such accident, loss or damage. Lessee shall also immediately report any accident involving Vehicle(s) and/or Equipment to the law enforcement agency having jurisdiction at the place of the accident and report to Lessor if so desired by Lessor every process, pleading, notice or paper of any kind received by Lessor or driver of the Vehicle(s) and/or Equipment relating to the lien, suit, or proceeding connected with any accident or event involving the Vehicle(s) and/or Equipment. Neither Lessee nor any driver of the Vehicle(s) and/or Equipment during the course of this contract shall aid or abet the asserting of any such claim, suit or proceeding, and shall cooperate fully with Lessor and its insured in investigating and defending same. Lessee agrees to be solely responsible for any and all loss and/or damage to said Vehicle(s) which is/are sustained while said Vehicle(s) is/are in Lessee's possession. Should Vehicle(s) be damaged, Lessee is subject to Lessor's Loss of Use rental charges (per Rate as stated on Page 2) until the earlier of the time vehicle(s) is/are repaired, or full replacement cost (or Stated Value, whichever is applicable) is paid for the Vehicle(s).
11. ACCIDENT REPORTS: If Vehicle(s) are damaged, lost, stolen, or destroyed, or if any person is injured or dies as a result of Lessee's use, maintenance, or possession of Vehicle(s), Lessee will promptly notify Lessor of the occurrence, and will file all necessary accident report, including those required by law and those required by applicable insurers. Lessee, its employees, and agents will cooperate fully with Lessor and all insurers providing insurance under this Agreement in the investigation and defense of any claims. Lessee will deliver to Lessor any documents served or delivered to Lessee, its employees, or agents in connection with any claim proceeding at law or in equity begun or threatened against Lessee and/or Lessor.
12. DESTRUCTION OR DAMAGE BEYOND FEASIBLE ECONOMIC REPAIR: In the event that said Vehicle(s) is/are destroyed or damaged beyond feasible economic repair (as defined herein), Lessee shall be liable to pay the Stated Value of said particular Vehicle(s).
13. INDEMNITY: While said Vehicle(s) are in Lessee's possession and/or under its control, Lessee shall be liable, and indemnify, defend, and hold harmless Lessor and its employees and agents, for any and all loss, liability, violation of law or ordinances, and/or expense incurred by, brought or enforced against Lessor, as a result of Lessee's or any of its employees or agents operation and use of any Vehicle(s) subject to this agreement, including but not limited to any persons' or entities' claims, suits, or actions, for any property damage, bodily or personal injury, wrongful death, worker's compensation, union disputes, or for any other subject matter. Nothing in this agreement authorizes Lessee or any other person to operate said Vehicle(s) in any way as to impose detrimental liability or other obligation on the Lessor.
14. LESSOR'S WAIVER OF RIGHTS: Lessor can expressly, in writing, waive any of its rights granted hereunder. However, inaction by Lessor does not operate as a waiver of any of its rights or elections.
15. SPECIAL PROVISIONS: This agreement is subject to special provisions as stated within Page 2, attached hereto and incorporated herein by this reference.
16. SEVERABILITY: In the event that a portion of this agreement is declared unenforceable by a court of competent jurisdiction, or is otherwise held to be illegal, the remaining provisions of this agreement shall still be enforceable as, and if, reasonably as possible.
17. ENTIRE UNDERSTANDING: This agreement sets forth the entire understanding of the parties, and cannot be altered except by an agreement in writing signed by both parties. Any changes to this agreement must be approved by Lessor's insurance company and attorney, and any additional costs will be passed on to the Lessee. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted via email: such forms of signature shall be deemed to be original and fully binding.

Any and all written communication or notices required pursuant to this agreement shall be served upon the parties at the following address(s) personally or via fax or email with a phone call to confirm receipt of same:

UNIT INFORMATION											
DATE OUT		TYPE		RATE / TERM				LOSS OF USE			
LESSOR				LESSEE							
<div><div>VETO VIEWPOINT</div><div>Veto Viewpoint, Inc. 228 W. Exchange St. Sycamore, IL 60178-1407 Phone: 815/895-9755 Fax: 815/895-8719 Email: tina@vetoviewpoint.com</div></div>				<div>Name: Address: Phone: Fax: Email:</div>							
VEHICLE STOCK NO.		STATED VALUE		YEAR	MAKE		MODEL				
VIN				MILEAGE OUT			TAX RATE				
							5%				
COLOR	LIGHTBAR (model, color)		S/N	FUEL OUT							
				E	1/8	1/4	3/8	1/2	5/8	7/8	F
<div><div><div>FRONT</div><div></div><div>REAR</div></div><div><div>REAR</div><div></div><div>FRONT</div></div><div><div></div></div></div>											
<i>*Signature indicates vehicle was received by Lessee or its agent in good condition, with no mechanical or body damage. By signing this agreement, you acknowledge you have been given the opportunity to read this entire Agreement.</i>											
SIGNATURE OF LESSOR						SIGNATURE OF LESSEE					
PRINT NAME HERE						PRINT NAME HERE					
Tina M Fleenor											
Office Use Only											
DATE IN				MILEAGE IN							
FUEL IN				STEERING:							
E 1/8 1/4 3/8 1/2 5/8 7/8 F											
BRAKES:				SUSPENSION:							
Front:											
Rear:				WIPERS:							
Parking:											
FUEL SYSTEM:				EXHAUST:							
TIRES/WHEELS:				LIGHTING:							
LF:				Exterior:							
RF:				Interior:							
LR:				OTHER:							
RR:											
LIGHTBAR:											
<div><div><div>FRONT</div><div></div><div>REAR</div></div><div><div>REAR</div><div></div><div>FRONT</div></div><div><div></div></div></div>											
Received by:											