

Moho Productions LP Motor Home Rental Agreement

517 N. 137th St. Seattle, WA 98133 206 234-4075 - cell 206 333-1137 - fax

Vehicle Rented ("Vehicle") Large 1996 Thor Residency _____ Small 1989 Leisure Craft _____

Job Name: _____ Job Number: _____ P.O. #: _____

Date: _____ Rental Term: From ____/____/____ to ____/____/____

Production Company Name ("Lessee"): _____

Lessee's Authorized Signature: _____

Lessee's Printed Name/Phone: _____

Lessee's Address: _____

Client : _____

This Motor Home Rental Agreement ("Agreement") is made as of the date shown above, between Moho Productions a Limited Partnership company ("Owner"), and the Renter named above.

Owner and Renter agree as follows:

Rental. Renter rents the Vehicle described above from Owner for the Rental Term described above. "Vehicle" as used in this Agreement. Internet service is provided, but service is not guaranteed due to location, line of sight, or malfunction.

Payment. For the Vehicle's rental, Renter shall pay Owner on demand the rental rate ("Rental Rate") and mileage charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Vehicle after the Rental Term ends, or if the Vehicle cannot be rented to others due to damage or loss to the Vehicle, then Renter shall pay the daily Rental Rate until the Vehicle can again be rented to others. Renter shall immediately notify Owner of and pay all fines, penalties and costs imposed for all moving, parking, toll road and other violations with respect Renter's use of the Vehicle. Renter shall pay Owner an administrative charge of \$10 for each such amount billed to Owner. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 60 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs.

Driver. The amounts due under this Agreement do not include the charges for the Vehicle's driver ("Driver"). Renter is solely responsible for hiring and paying the Driver. The Owner is the only qualified and permitted driver for the Vehicle. Other Drivers may be considered to drive the Vehicle only on approval of the Owner.

Cancellation. If Renter cancels this Agreement before or during the Rental Term, Renter shall pay the full daily rate and other charges for the entire Rental Term. Owner may waive this fee if the Vehicle is re-rented during the cancelled dates.

Prohibited Uses. The following Vehicle uses are prohibited: (a) using it in an illegal, reckless, or negligent manner; (b) driving it under the influence of alcohol or drugs (even with a prescription); (c) towing or pushing anything; (d) driving it on an unpaved or unsafe surface; (e) transporting people in excess of the number of manufacturer-installed seat belts; (f) driving it by anyone other than a properly licensed and Owner approved driver; (g) transporting persons for hire; (h) transporting explosives, chemicals, corrosives and other hazardous or polluting materials. If Renter breaches this Agreement, Renter's right to use the Vehicle automatically terminates and Owner may (without waiving any rights and remedies) seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises.

Renter's Indemnity. Subject to applicable law, Renter shall indemnify, defend, protect and hold harmless Owner and its owners, managers, officers, affiliates, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of the Vehicle; and (c) any loss of the Vehicle's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

Insurance. Renter shall provide full comprehensive and collision insurance coverage and the following insurance for the Vehicle and provide Owner with certificates of insurance evidencing the following minimum coverages, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this Agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): (a) automobile liability of \$1,000,000/\$1,000,000 bodily injury liability; and (b) comprehensive general liability of \$1,000,000 property damage liability/\$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall timely pay all required deductible payments. If the cost to repair Vehicle damage is less than the deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter or anyone else, or to any liability imposed or assumed by anyone under any worker's compensation act, plan or contract. To the extent Owner is legally required to extend such financial responsibility to Renter or anyone else, then Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

Third Party Proceeds. If an insurer or other party authorizes payment of any amount owed by Renter to Owner, then Renter assigns to Owner Renter's right to receive that payment. Renter remains responsible for all amounts due Owner that are not paid by anyone else. Renter grants to and appoints Owner with a Limited Power of Attorney to: (a) present insurance claims to Renter's insurance carrier if the Vehicle is damaged, lost or stolen, Renter is liable and Renter fails to pay for any damages, or if any liability claims are asserted against Owner relating to this rental transaction and Renter fails to indemnify, defend, protect and hold harmless Owner with respect thereto; and (b) endorse Renter's name to entitle Owner to receive insurance, credit card and debit card payments directly for any amounts owed by Renter to Owner.

Limitation on Owner's Liability. If Owner breaches this Agreement or the Vehicle has any mechanical failure or other failure not caused by Renter, and if Owner is liable under applicable law for such breach or Vehicle failure, then Owner's sole liability and Renter's sole remedy is limited to Owner providing a similar Vehicle to Renter and to Renter's recovery of the pro rata daily Rental Rate for the period in which Renter did not have use of the Vehicle or substitute vehicle. Renter waives all claims for consequential, punitive and incidental damages that might otherwise be available to Renter.

Legal Matters. This Agreement shall be construed under and governed by Washington State law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Washington and the United States District Court having jurisdiction over King County, Washington. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

Other Provisions. No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts

Motor Home Rental RATES:

Class A Large Motor Home

- Day Rate \$525/day - I agree to this rate _____
- 3-4 Days - \$495/day - I agree to this rate _____
- 5-6 Days - \$450/day – I agree to this rate _____

Class C Small Motor Home

- Day Rate \$250/day - I agree to this rate _____
- 3-4 Days - \$225/day - I agree to this rate _____
- 5-6 Days - \$200/day – I agree to this rate _____

Driver Rate: \$275.00/day for 10 Hours + OT - \$41.25/hr 10-12hrs, 12-16 hrs - \$55/Hr.

Unless otherwise negotiated.

Mileage \$1.40/mile

Generator \$8.50/hr – Extra 3500 watt generator – \$3.50/hour

Cleaning Fee: \$50.00 1-2 days **\$100.00** 3 days and over (one time charge –NOT DAILY)

Carpet Cleaning: \$250.00 Only charged - if carpets get trashed by food, mud or whatever.

Entertainment Package: Included

Satellite Internet: \$49.00/day

Basic Broadband Internet: Included

Pop-up tents: \$40.00/day only charged if used

Chairs: \$1.25/day only charged if used

Tables: 6' - \$9.00/day, 8' - \$10.00/day only charged if used

Iron: \$10/day only charged if used

Portable Rolling Wardrobe Racks: \$15/day available by request only

Steamer: \$20/day only charged if used

Minimal Craft Service: You buy all the food – we manage @ No Charge

Full Craft Service: \$275/day - \$275 for prep day.

Plus food - either per person or with receipts –your choice.

Rate Authorization

Lessee's Authorized Signature _____ Date _____