

Blue Rock Media Corp.
Equipment Rental Agreement

Please read carefully. You the renter are responsible for our equipment and vehicles from the time it is picked up by (or delivered to) you until the time it is returned and accepted by us.

1. **Parties.** This Equipment Rental Agreement is entered into by and between Blue Rock Media Corp. ("Blue Rock") and _____ ("Renter"). It is binding on the Renter individually and also in any business capacity and as an owner, partner, shareholder, member, or manager of the entity listed above.
2. **Equipment Defined.** The equipment (including any vehicles) being rented is listed in the attached Exhibit 'A' ("Equipment"). If any Equipment is missing or has any damage other than ordinary wear, it is the Renter's responsibility to advise Blue Rock in writing on Exhibit 'A' prior to taking possession. If any damage is discovered upon return that was not annotated in Exhibit 'A', then the Renter will be considered the cause of any such damage.
3. **Rental Charges and Term.** The total rental charge for the Equipment is \$ _____ per WEEKLY period or fraction thereof, the start time of which shall be noted on Exhibit 'A'. The term of the rental shall end on _____ at the same time of day the Equipment was accepted by Renter. Renter shall be responsible for all expenses, including but not limited to fuel, lubricants, power, and all other charges in connection with the operation of the equipment.
4. **Protection of Others.** Renter will take responsible precautions in regard to the use of the equipment to protect all persons and property from injury or damage. The equipment shall be used only by Renter's employees or agents qualified to use the equipment.
5. **No Sublease.** Renter warrants that it will not sub-rent or sublease any of the equipment without our prior written consent.
6. **Equipment Condition and Fitness.** Blue Rock has tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this agreement, and to the extent Renter has disclosed to use all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, Renter acknowledges that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this agreement.
7. **Insurance.** Renter shall, at its own expense, maintain stall times during the term of this agreement, general comprehensive liability insurance ("CGL") that covers the Equipment from all potential losses. If requested by Blue Rock, the CGL shall name Blue Rock as an additional insured and as the loss payee with respect to the Equipment and shall cover all risk of loss of, or damaged or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$ _____.
8. **Vehicle Insurance.** Separate from CGL, Renter shall, at its own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and

unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. If requested by Blue Rock, the CGL shall name Blue Rock and/or the vehicle lienholder as an additional insured and as the loss payee with respect to any vehicles that are part of the Equipment, and shall cover all risk of loss of, or damaged or destruction to the Equipment. The Vehicle Insurance coverage shall be not less than \$ [REDACTED] in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance as primary coverage with respect to all insured's, the limits of which must be exhausted before any obligation arises under our insurance.

9. **Workers Compensation Insurance.** Renter shall, at its own expense, maintain workers' compensation insurance for all its employees and independent contractors who might reasonably be considered as employees.
10. **Drivers and Compliance.** Any of Renter's agents who operated a motor vehicle that is part of the Equipment shall be duly licensed, trained and qualified to drive vehicles of such type. Renter shall ensure that its drivers comply with the laws and regulations of all jurisdictions in which the Equipment is transported and/or used.
11. **Indemnification.** Renter agrees to defend, indemnify, and hold Blue Rock harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, cost, loss of profit, expenses and compensation whatsoever including court cost and attorneys fees (claims) in any way arising from, or in connection with the vehicles and equipment rented / leased (which vehicles and equipment, together, are referred to in this document as "equipment") , including, without limitations, as a result of its use, maintenance, or possession, introspective of the cause of the claims, from the time the Equipment is accepted by Renter until the Equipment's returned to Blue Rock and they sign a written receipt for it the Equipment. Renter is 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 the premises, except that Renter shall not be responsible for damage or loss resulting from inherent vice, normal wear and tear, latent defect, mechanical or structural defect or breakdown due to failure on our part to perform normal, routine or scheduled maintenance.
12. **Entire Agreement.** This agreement reflects the complete understanding of the parties herein and supersedes and replaces any other/prior Agreement(s) regarding the subject matter hereof. No agreements, representations, or warranties other than those specifically set forth in this agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.
13. **No Right to Possession.** Renter is granted a conditional license for use and control of the Equipment during the term of this Agreement. At no time shall Renter gain any possessory interest in any Equipment, including any vehicles. If the Equipment is not returned to Blue Rock by the termination time, or if Blue Rock reasonably believes the Equipment is in danger of loss or damage in its current location, Renter authorizes Blue Rock and/or its agent to peacefully enter on any premises where the Equipment is located and remove it. Renter specifically waives

any right of action it might otherwise have arising out of such an entry, and release Blue Rock of any claim for trespass or damage caused by reason of the entry or removal of the Equipment.

14. **Safe Use.** Renter will use the Equipment in a safe and proper manner and will not permit any of the Equipment to be operated or used in violation of any applicable statute or regulation relating to the possession, use, or maintenance of the Equipment. Renter agrees to reimburse Blue Rock in full for all damage to the Equipment arising from any misuse or negligent act by Renter, and its employees and agents. Renter will indemnify and hold Blue Rock harmless from any liabilities, fines, forfeitures, or penalties, including our reasonable cost and attorney's fee for violations of any applicable statute or regulation.
15. **Venue and Attorney Fees.** In the event of a dispute concerning the matters contained herein, venue shall be in Los Angeles County, California. The prevailing party in any court or arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.
16. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain valid and in full force and effect.

The undersigned agree to all terms of this Agreement.

Blue Rock Media Corp.

Renter

By: _____

By: _____

Robert Exner, President

Print name: _____

Date: _____

Date: _____

Exhibit 'A'
to
Equipment Rental Agreement

Rental start time: _____ a.m. / p.m. on _____, 2016.

Equipment Listing:

1)

Pre-Rental Damage

The following is damage to the Equipment discovered by Renter prior to release of the Equipment by Blue Rock:

Equipment Return

The Equipment has been returned and accepted by Blue Rock in the same condition as rented, except for damage noted here:
