



11306 Sierra Hwy, Santa Clarita, Ca 91390
661-510-8128

RENTAL AGREEMENT

FOR ANY AND ALL TYPES OF TRUCKS, TRAILERS, WATER TENDERS, TYPE 6 BRUSH TUCKS, EQUIPMENT AND SERVICE.

Water Tenders, Inc. dba West Coast Water Tenders, and their subsidiaries (hereinafter referred to as "WCWT") and (YOU) (hereinafter referred to as "LESSEE") to abide by the following:

TERMS

The LESSEE shall indemnify and hold harmless WCWT, and/or their owners, and/or their corporate officers, and/or their shareholders, and/or parent companies and/or affiliated companies, and/or subsidiaries, and/or subcontractors, and/or their employees, and/or their helpers, and/or their wranglers and/or their trainers, and/or their operators and/or their drivers and/or their interns, and/or Coulombe Family Members and/or Coulombe Trusts and/or Sarvis Family Members and/or other persons acting on their behalf and/or in concert with and/or people referred to LESSEE (hereinafter known to as "LESSOR") from any and all liabilities, claims of any kind, damages, costs, expenses, loss of any kind including any and all liabilities claims of any kind, damages, expenses, losses of any kind incurred as a result of contributory negligence of the LESSOR and/or the sole negligence of LESSOR.

LESSOR'S trucks / trailers / vehicles / equipment / rest rooms / water trucks / motor homes / off road vehicles / atv's / stunt equipment / tractors / motorcycles / fire fighting equipment / etc. (hereinafter know as "EQUIPMENT")

The LESSEE assumes full responsibility for all risks of loss of any kind and/or damages to LESSOR'S EQUIPMENT and/or damages occurring to other peoples property, and/or other people, by LESSOR and/or EQUIPMENT from whatever cause during this RENTAL AGREEMENT, and indemnifies the LESSOR for any loss or damage to said EQUIPMENT and LESSEE to carry below stated insurance to cover EQUIPMENT from portal to portal, and/or while preparing for LESSEE, and/or on job site whether LESSOR and/or LESSEE is operating, handling, riding, scouting, trailering, loading or unloading, delivering, returning, showing, in proximity of, spectating, driving, being in presence of, inspecting, photographing, filming, displaying, maintaining and any and all related activities of/with LESSOR'S EQUIPMENT. It is further understood and agreed that LESSEE shall be obligated for loss of rental income until such time as EQUIPMENT is fully repaired and returned to LESSOR or full payment in settlement of loss received by LESSOR. It is further understood that LESSOR is only able to try and/or attempt the mitigation of damages and makes no claims and/or guarantees that LESSEE'S life, property, belongings, rentals and etcetera will be protected from fire and/or saved from fire and/or fire extinguished in part and/or in whole by LESSOR.

The LESSEE shall indemnify and hold harmless the LESSOR for any injury, permanent injury, fatal injury sustained or incurred by the LESSOR and/or EQUIPMENT and/or LESSEE and/or production company regardless of whether damages, injuries, permanent injury, fatal injuries are sustained as a result of contributory or sole negligence of LESSOR and/or EQUIPMENT.

The LESSEE shall indemnify and hold harmless the LESSOR for any and all liabilities, claims of any kind, damages, costs, expenses, losses of any kind including any and all liabilities claims of any kind, damages, costs, expenses of any kind incurred and/or postponed production time as a result of loss of use of the LESSOR'S EQUIPMENT as provided under the terms of this agreement.

INSURANCE REQUIREMENTS (provided for appropriate EQUIPMENT) * Comprehensive General Liability / Liability in an amount not less that:

\$1,000,000/\$1,000,000	Bodily Injury Liability	\$1,000,000	Bodily Injury
\$1,000,000	Property Damage Liability	\$1,000,000	Property Damage

Full Comprehensive and Collision coverage applicable to any and all EQUIPMENT provided under terms of this agreement in the amount stipulated.

LESSEE'S Insurance is primary with the respect to LESSOR over all other insurance. The insurance may be verified by filing a Certificate of Insurance containing the following elements:

- 1) Include LESSOR as an Additional Insured under the LESSEE'S Automobile/Rental EQUIPMENT Liability and Comprehensive General Liability policies, and name LESSOR as a Loss Payee under LESSEE'S Comprehensive and Collision policy.
- 2) Provide 10-day advance Notice of cancellation or reduction in coverage.

If at any time LESSOR feels EQUIPMENT is being misused or it appears that LESSEE in unwilling or unable to pay for rental of EQUIPMENT then LESSOR may at any time enter LESSEE'S property or job site to retrieve EQUIPMENT without notice. This does not release LESSEE from all or any part of the TERMS in this agreement.

CANCELLATION POLICY - Cancellations with no deposit on EQUIPMENT less than 48 hours in advance LESSEE will incur a full day-day rate charge, regardless of the reason for cancellation. If a deposit on EQUIPMENT was placed by LESSEE and cancelled less than 48 hours, only deposit will be charged. Whenever possible, LESSOR will rent the canceled EQUIPMENT to another client and waive the cancellation fee for the original LESSEE. All invoices are due and payable at the end of Equipment rental period unless credit terms and/or progressive payments throughout job have been established in writing. LESSEE has read and agrees to LESSORS RENTAL AGREEMENT and all of LESSORS Terms and Conditions as specified by LESSORS invoice, correspondence or estimate.

LESSEE has read these TERMS **PRIOR** to renting / hiring / borrowing / using / leasing / acquiring any and all of LESSEE'S EQUIPMENT. LESSEE understands that signatures are **NOT** required for this RENTAL AGREEMENT to be binding. LESSEE hereby understands and agrees to all the TERMS when renting / hiring / borrowing / using / leasing / acquiring EQUIPMENT by e-mail, text, written invoice, estimate, written contract or verbal agreement from LESSOR.