

RENTAL TERMS AND CONDITIONS

StudioPictureCars.com CarsWithCharacter.com RentAMovieCar.com PictureCarPros.com

1.Rental Charges.

You will pay for the period of time you rent the car at the rate indicated on the invoice. The minimum charge is one "calendar day" plus transportation, or a fixed fee. *All payments must be made in full before vehicle, props or actors, will be made available to you "the production"*, unless special arrangements have been made. If paying by cash, a valid credit card is still required for rental. We will inform you if a deposit or prepayment by credit card is required to satisfy your rental request. The credit card submitted on the credit card authorization form will be kept on file for any, damages, or fees you may incur. *Only in the event that we cannot deliver a requested vehicle* to you will any prepayments made be refunded to your card. Any discrepancies or modifications to the initial requested rental or service that may require an adjustment deemed valid only by Studio Picture Cars will be reflected as credit for future services or rentals with Studio Picture Cars only.

2.Card Reserve\Deposit.

You acknowledge that you have been informed that if you use a charge card to pay for your entire invoice, your credit, up to an amount of the estimated total charges due under this Agreement, as indicated on the invoice, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under this Agreement, based on your representation about this rental, as indicated on the invoice. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. All deposits are non-refundable. If a cancellation is necessary and a deposit has been received it will be credited in full to your account with us for future use. As of 10/01/17 all vehicles with a daily rental rate of \$900+ will require a deposit equal to 1 day rental rate 48 hrs prior to rental.

3.Special Pricing\Discounts

You may have been given a special rate or discount based on your acceptance of certain conditions found on your quote or invoice. If you fail to comply with said conditions for special rates specified on the invoice (ie: credits, promotion, etc), the difference of our otherwise applicable standard rates before discount, as reflected on your invoice, will be charged to your card on file.

4.Additional Fees You May Be Charged:

You may pay a fee:

- 1. of \$175 for cleaning the car's interior upon return for stains, dirt or soilage, or \$250 for excessive stains\odors, (ie:real or fake blood, applied prop dirt, etc) attributable to your use as determined solely by us.
- 2. of \$150 for cleaning the car's exterior upon return for excessive dirt (ie: off-road driving, tree sap, bird droppings), or \$250 for extreme dirt, (ie:real or fake blood, applied prop dirt, removal of 4 or more stickers, etc) attributable to your use as determined solely by us.
- 3. If keys are not returned with the vehicle a charge of \$120 or (\$250 if Chipped) + service fee of Mobile locksmith.
- 4. Of \$500 as a deposit for damages found on any vehicle that is not a police vehicle, before being estimated by a licensed repair facility.

In regards to Emergency Vehicles\Police cars ONLY:

- 1. If you lose:
 - a. Magnets \$100 ea
 - b. Light Bar cover \$175
 - c. Hubcaps \$100 ea
 - d. Props (Guns=\$185, Handcuffs=\$75, Badges=\$350)
- 2. If there is light damage (ie: deep scratches & small dents) to the vehicle. You will be automatically billed at the rate of:
 - e. \$275 per panel (ie: door, fender, roof, hood, etc)
 - f. \$150 per window for all glass other than windshield
 - g. \$350 per windshield
 - h. \$75 per graphic damaged by using high strength tape
 - i. For more severe damage you will be billed the total of an estimate received by a licensed repair facility.

Unless you are at a location permitted for filming with a police officer present, and you are operating a police vehicle on city streets, you are responsible for making sure the vehicle is in compliance with (VC)27605:

- Both sides of car must say "MOVIE CAR"
- Light bar must be covered
- Police insignia\Decals must be covered

WE SUGGEST USING A TAPE THAT IS LOW IN ADHESION TO REINFORCE MAGNETS OR TEMPORARY SIGNS

5. Liability /Protection/ Certificate of Insurance

With your signature you release the liability coverage maintained by Studio Picture Cars (Harlan Hobbs), and all employees, and also release, Studio Picture Cars, (Harlan Hobbs), and all employees, from any financial responsibility while you are in possession of vehicle. You understand that you must carry your own insurance that covers you for liability (as required by state law) while driving a vehicle not owned by you.



A Certificate Of Insurance (COI), *is required for most autos*. Please advise us if there is no COI, special arrangements may be made for police vehicles. Once vehicle is "on location", if there is a COI for the production, it must list "Studio Picture Cars" (Harlan Hobbs), as loss payee. The policy must have a minimum of \$1,000,000.00 (one million) minimum auto liability & explicitly cover "rented/ hired autos, non-owned autos, and auto physical damage". In some cases an additional COI may be issued to title holders of certain vehicles not owned by SPC. Copies of the COI must be submitted with return of rental agreement or delivery of vehicle to location.

6. Personal Injuries.

Your signature releases Studio Picture Cars, (Harlan Hobbs), and all employees, from all liability for claims, known and unknown, arising from injuries, mental and/or physical, sustained by actors, crew, drivers and others unknown to Studio Picture Cars, (Harlan Hobbs), and all employees, sustained on, in, or near the vehicle, while vehicle is in your possession.

7 .Physical Damage/Negligence/Total Loss of the Car.

If the car is lost or damaged as a direct or indirect result of a violation of these terms and conditions, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, antenna, lights, wheels and hubcaps, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen.

8. Mechanical \Electrical Failure

All vehicles are expected to be in the same operational condition upon return as they were when delivered. You are responsible for any failures that may occur while you are in possession of vehicle. ATTENTION: Old cars can be temperamental. You may be given instructions on a particular vehicles operation. Those instructions must be followed. If it becomes apparent to a SPC employee that your production is being negligent, and putting the integrity of our vehicle in jeopardy, you will be charged \$150 per occurrence. (ie: not shutting off a vehicle that is boiling out all fluids.)

9. Consequences of Loss as Outlined in Sec 7, 8.

As part of our loss, you'll also pay for loss of use of the car, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, COI, or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign all of your benefits directly to us to recover all consequential and incidental damages including, but not limited to the repairs of the vehicle plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all loss of use, towing, storage and administrative fees. If an invoice for L&D has been submitted to you, you have 48 hours to respond with preferred method of payment or your card on file will be charged.

You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental.

10. Prohibited Use of the Car.

Certain uses of the car and other things you or a driver may do, or fail to do, will violate this Agreement. A VIOLATION OF THIS PARAGRAPH IS AN EXCLUSION TO AND VOIDS ANY SPECIAL RATES OR DISCOUNTS THAT MAY HAVE BEEN APPLIED TO YOUR INVOICE. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.

a. You use or permit the car to be used:

- 1) by anyone other than an authorized production crew\talent
- 2) to carry passengers or property for hire;
- 3) to tow or push anything;
- 4) to be operated in a test, race or contest
- 5) while the driver is under the influence of alcohol and/or a controlled substance;
- 6) for stunts, including burnouts and slides, without exclusion of this line and prior consent. EXCLUDE THIS LINE! YES TO STUNTS
- 7) recklessly or while overloaded;

b. You or an additional driver, authorized or not:

- 1) fail to promptly report any damage to or loss of the car when it occurs, or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation;
- 2) Where required by law, failed to report an accident to law enforcement;
- 3) leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized;
- 4) intentionally or with willful disregard cause or allow damage to the car.

11. For Rare, Specialty, or any vehicle valued over \$100,000

All vehicles with a value estimated at over \$100,000 will <u>require</u> a handler be present with the car whenever the vehicle is "working", positioned, loaded/unloaded, etc. Rare or specialty vehicles may require a handler if requested by the title holder of the vehicle. **You will be billed or charged \$350\day for the handler services.** A COI for the



production, may be required to list The title holder of vehicle as loss payee. The policy must have a minimum of \$1,000,000.00 (one million) minimum auto liability & explicitly cover "rented/ hired autos, non-owned autos, and auto physical damage". Copies of the COI must be submitted with return of rental agreement before delivery of vehicle to location.

12. Pick-Up\Return of the Car.

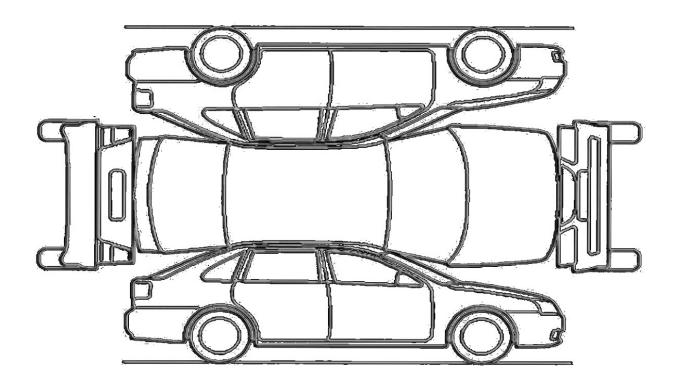
You agree to return the car to us in the same condition you received it. We suggest taking pictures upon delivery to document condition. Please review vehicle checklist with SPC before acceptance of vehicle. If production goes beyond stated wrap time you may be charged a late return fee (\$80 every hour past due). If production returns a brokered vehicle 24 hours or more before the pre-paid return date then an account with SPC will be automatically created and production will have a credit for those days the vehicle was returned and not used for production applied. No refunds only credit towards future rentals, can be given as brokered vehicles are pre-paid. If you wish to extend any rental you must contact us at 1-818-584-6227 to request it before your return date & time. Upon return of vehicle compare condition from checklist with SPC employee before releasing. If a vehicle is returned at night or you do not walk around vehicle with SPC employee, we will do so next day to inspect for damages.

This is Only Valid For The Following Dates of F	Production	20	20
Production Company:	Phone:		
Producer	Phone:		
Location of filming:			Call Time
Name of production:			
Vehicle(s) hired under this agreement:#1		#2	
#3		#4	
#5		#6	
I have read, understand, and agree t	to these terms and c	onditions.	
Your Name :	Title:		
Your Cell Phone:	Your Email Address:		
Sign:	Date		



VEHICLE CHECK IN\OUT 4 DOOR

NOTES:





VEHICLE CHECK IN\OUT 2 DOOR

NOTES:

