

## Vehicle Rental Agreement

THIS LEASE AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

Name and/or Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "Lessee")

OF THE FIRST PART

AND:

**RED EYE MOTION PICTURES INC.**

112-5108 N. Fraser Way, Burnaby, BC, V5J 5J8

(hereinafter called the "Lessor")

OF THE SECOND PART

### LEASE SUMMARY

VEHICLE: **Mercedes-Benz Sprinter Crew Van (Grey)**

YEAR: **2016**

LICENSE PLATE: **MY3915**

### LEASE

Date Out: \_\_\_\_\_ Time Out: \_\_\_\_\_

Scheduled Date In: \_\_\_\_\_ Scheduled Time In: \_\_\_\_\_

Failure to return the vehicle at scheduled time will result in a \$50 charge for every 30mins it is late, payable at return, in cash.

Rental Rate: \$125/day

### **1. Equipment**

The Lessee acknowledges that the above-described vehicle(s) were received by it in good condition and repair except as noted.

### **2. Rental Fees**

The Lessee agrees to pay the rental fees as recorded in this agreement to the Lessor upon receipt of a bill.

### **3. Equipment Operation**

The Lessee agrees that the vehicle(s) will be operated by a competent licensed driver, in accordance with relevant laws and regulations, and that the Lessee will pay all and any fines or sanctions levied or imposed in connection with the possession, use or operation of the vehicle(s), and to indemnify the Lessor in respect of any fines or levies.

### **4. Equipment Maintenance**

The Lessee agrees to pay the cost of repairs and servicing of the vehicle occasioned by the equipment use, operation or possession by the Lessee, except for normal wear and tear.

### **5. Indemnity**

The Lessee agrees to return to the Lessor the vehicle(s) in the same good order and condition in which it was received, subject to normal wear and tear, and to assume full responsibility and liability for all goods to be transported thereby and to indemnify the Lessor with respect to any claims that might be made by the shipper, consignee or owner of the goods and to defend any proceeding against the Lessor in that connection. The Lessee agrees to be responsible for and shall indemnify and save the Lessor and its affiliates harmless from and against all losses, claims, actions, expenses and liabilities of any sort and kind whatsoever in nature in connection with or arising from this lease agreement and the Lessee's use and operation of the vehicle(s). The Lessee agrees that it will defend, at its expense, any actions brought against the Lessor for which indemnity might be provided in accordance with the terms of this contract.

### **6. Insurance**

To the extent that the Lessee's use of the vehicle(s) results in any increases to the Lessor's costs of insurance, the Lessee shall reimburse the Lessor for any such premium costs. If the Lessee carries insurance coverage for Physical Damage to Vehicles or Non-Owned Auto Liability, a copy of valid insurance certificate must be issued to the Lessor.

### **7. Notification**

The Lessee is required to notify the Lessor, as soon as it is practicable, of any accident or circumstance giving rise to a claim and to provide the Lessor with particulars of it, the identity of the driver, and to furnish the Lessor with information as might reasonably be requested to enable the Lessor to be fully acquainted with the circumstances of the incident.

## **8. Scope of Use**

The Lessee will not sublease the vehicle or use it as a vehicle for hire. Only the driver identified in this agreement is allowed to operate the vehicle in any capacity.

## **9. Ownership**

Red Eye Motion Pictures Inc. is the registered owner of the vehicle. All right, title and interest in and to the vehicle remains in the Lessor and nothing in this agreement is to be taken as transferring to the Lessee any proprietary interest.

## **10. Cancellation or Termination**

On the failure of the Lessee to perform any obligations stipulated in this agreement, or on default and payment of fees as is provided, or in the event of the Lessee's bankruptcy or insolvency, the Lessor may at its option cancel this lease and on written notice, deliver to the Lessee at the address stated in this agreement, whereupon the Lessee shall surrender to the Lessor possession of the leased equipment.

## **11. Fuel**

The Lessor agrees to furnish the leased equipment with a full tank of fuel; the Lessee agrees to return the leased equipment in that condition and in default, to reimburse the Lessor for the cost of filling fuel tanks at the termination of this lease.

## **12. Acknowledgment**

The Lessee acknowledges that the vehicle is solely and exclusively under his possession and control and nothing contained in this agreement is intended to be construed otherwise.

## **13. Additional Clauses**

- (1) The Lessee shall pay any taxes, licence fees, levies, assessments that are or might become payable by virtue of the provisions of this agreement including applicable sales taxes.
- (2) The Lessee agrees to pay all fines, penalties or assessments incurred pursuant to any conviction or charge by virtue of any by-law, regulation or legislation of any governmental authority.
- (3) This agreement is enforceable pursuant to the laws of the Province of British Columbia.

## **14. Terms**

The parties agree that this agreement in writing contains the full and complete provisions of their contract and that there are no other terms, conditions or representations forming part of the contract, except as are expressly referred to in this agreement.

## **15. Credit Card Authorization**

The Lessee agrees and acknowledges that the Lessor will charge Lessee's credit card in the event of the vehicle being not refilled with fuel or any traffic or parking violations that occur during rental period, including but not limited to bridge and highway tolls incurred.

Note: traffic violations can take up to 3 month's to be processed.



The parties have signed this Vehicle Rental Agreement as of the date first written above.

**LESSOR:**

**RED EYE MOTION PICTURES INC.**

\_\_\_\_\_  
Per Authorized Signatory

\_\_\_\_\_  
Date

**LESSEE:**

\_\_\_\_\_  
Print Name and/or Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DRIVER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Driver's Licence #

\_\_\_\_\_  
Date