

**STRAY ANGEL FILMS – VEHICLE RENTAL AGREEMENT**  
**GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL**

CUSTOMER INFORMATION		
<b>RENTER / PRODUCTION COMPANY (“Lessee”)</b>		
Name: _____	Phone: _____	
Address: _____		
City: _____	State: _____	Zip: _____
Email Address: _____		
PRIMARY DRIVER (w/ copy of License)		
Name: _____	Phone: _____	
Date of Birth: _____	License # & State: _____	
ADDITIONAL DRIVER (w/ copy of License)		
Name: _____	Phone: _____	
Date of Birth: _____	License # & State: _____	
RENTAL INFORMATION		
Mileage	Date/Time	Fuel
Out: _____	Out: _____	Clean _____
In: _____	Due: _____	Shelves _____
Total: _____	In: _____	Clamps _____

This Agreement is between the Lessee and Stray Angel Films (collectively “Lessor”)

1. **Return of Vehicle.** The Vehicle shall be returned at Lessee’s cost and expense by the date and time indicated in the Rental Information on Page 1 to the Lessor. Lessee will be charged at a prorated hourly rate each hour on the hour starting at the time the Vehicle is due. Lessee will be charged a full day rate if the Vehicle is not returned within four (4) hours of its due date and time. Rent is due and payable for the entire period of time until the Vehicle is returned to Lessor. The Vehicle will be returned in the same condition as received, ordinary wear and tear expected. Lessee will be charged \$50 if the cab and cargo area are not clean and swept. If the Vehicle is returned after hours, Lessee is responsible for any damage to the Vehicle until Lessor has inspected the Vehicle the next business day.
2. All charges are due and payable within fifteen (15) days after the invoice date, unless prior arrangements have been made in writing. A service charge of 0.35% percent per week will be added to all past due accounts not paid within that fifteen (15) day period, in addition to a one-time fee of \$25. Any discount shown on the invoice will not be allowed if payment is not made in full within that fifteen (15) day period.
3. Payment can be made via check or credit card to Stray Angel Films. If payment is submitted via PayPal or credit card a three and one quarter percent (3.25%) convenience fee is added to the total amount of the invoice. Any returned checks will be charged a \$25 fee.
4. **Driver of Vehicle.** The Vehicle may be driven only by the Primary Driver or Additional Driver listed on Page 1 of the Agreement. The Driver must be a qualified and licensed driver with a current Driver’s License. A copy of the License will be made at time of rental.
5. **Prohibited Use of Vehicle.** Vehicle shall not, under any circumstances, be used for any of the following purposes or under any of the following conditions:
  - a. By anyone other than the Primary Driver or Additional Driver.
  - b. By anyone under the age of 21 years.
  - c. To propel or tow any vehicle, trailer, or other object.
  - d. In any race, test, or contest.
  - e. In any video or film recording without proper permission.
  - f. For any illegal purpose or commission of a crime.
  - g. To carry persons other than in the passenger compartment of vehicle or to carry more passengers than available seat belts.
  - h. Loading vehicle beyond its rated cargo capacity of 10,000 pounds.
  - i. While under the influence of alcohol, illegal substances, intoxicants, medications, or physical impairment that which would adversely affect Driver’s ability to operate the Vehicle.
  - j. Intentionally causing damage to or loss of the Vehicle.
  - k. On non-paved roads. Off-roading is prohibited.
  - l. In an unsafe, reckless, or grossly negligent manner.
  - m. Outside the state of California without prior written consent of Lessor.
  - n. In any area where there is not sufficient height clearance.
  - o. If cargo is improperly loaded or secured.
  - p. By the Lessee for advertising purposes.
  - q. To transport animals of any kind or nature.

Prohibited use of Vehicle violates this Agreement; voids all liability and other insurance coverage; makes the Vehicle subject to immediate recovery by Lessor.

6. Fuel. The Vehicle will be returned with at least the same level of Fuel as when the Vehicle was rented. The Vehicle must be fueled with ***DIESEL FUEL ONLY***. If the Vehicle is fueled with Unleaded, the Lessee will be charged for the repair. Lessee will be charged \$5/gallon if Vehicle is not returned at the same fuel level.
7. Fees and Fines. Lessee is liable for all parking and driving violations and must remit payment directly to the proper authorities. In the event, Lessor is contacted to pay these fines, Lessor will be charged for the fines plus a \$25 fee.
8. Mileage. Lessee is allowed 75 miles per day on the Vehicle. Any miles over the allowable miles will be billed at \$0.25 per mile.
9. Accidents. Lessee will immediately report any accidents or damage to the Vehicle and shall deliver to the Lessor any document received by the Lessee relating to any claim, suit, or proceeding connected with any accident or event involving the Vehicle.
10. Damage to Vehicle. Except as provided elsewhere in the Agreement, Lessee is responsible for the full value of loss and / or damage to the Vehicle. This includes, but is not limited to, liability for lost rental income in the even the Vehicle cannot be rented due to accidental damages of Lessor negligence.
11. Smoking. Smoking is not permitted within the cab or the cargo bay of the Vehicle. Lessee will be charged \$100 if Lessee smokes in the Vehicle.
12. Lessor has no liability or responsibility for the damage or injury to any person or property arising from the direct or indirect leasing or use of the Vehicle, except for any such damage or injury arising out of the sole gross negligence of Lessor, its officers or employees.
13. The Lessee agrees to indemnify and hold Lessor harmless from any and all claims, demands, causes of action, suits, proceedings, costs, expenses, damages and liabilities arising directly or indirectly out of connected with, or resulting from the leasing or use of the Vehicle.
14. Insurance. Lessee shall, at Lessee's sole cost and expense, procure and maintain insurance coverage, which shall commence at the time the Vehicle leaves Lessor's possession and shall remain in effect until the Vehicle is returned.
15. If Lessee defaults under any of the terms and conditions of this Agreement, then Lessor shall have the right and option to take immediate possession of the Vehicle.
16. Lessee shall not assign this lease or sublease or loan the Vehicle to any other person or entity. The Vehicle shall, at all times, remain under the immediate and direct control and supervision of the Lessee.
17. The acceptance of the Vehicle by Lessor upon return by the Lessee or in the event of the retaking of the Rental Equipment shall not be deemed a waiver of any claim against the Lessee for damage, injury or loss of the Rental Equipment or any rents due.
18. Lessee shall not remove any tag or name plate on the Vehicle showing ownership.
19. This agreement contains the entire understanding between the parties and may not be modified or amended except by another agreement in writing signed by both parties.
20. This Agreement is to be interpreted under the laws of the state of California.

- **TO AVOID ADDITIONAL RENTAL CHARGES RETURN OF VEHICLE MUST BE AT THE TIME STATED ON PAGE 1 OF THE AGREEMENT.**
- **VEHICLE MUST BE RETURNED AT THE SAME FUEL LEVEL, WITH *DIESEL FUEL*.**
- **BE AWARE OF THE HEIGHT CLEARANCE.**
- **SIGNATURE BELOW BINDS THIS AGREEMENT.**

I CERTIFY THAT I HAVE READ AND AGREE TO ALL TERMS OF THIS CONTRACT.  
 If other than the Lessee, signer represents he/she is an agent of and authorized to sign for the Lessee

Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## VEHICLE INFORMATION & SAFETY

Vehicle - Mercedes Benz Sprinter Cargo Van, M2CA144

**FUEL** – The Vehicle must be fueled with **DIESEL ONLY**.

**CLEARANCES** – Note the height and length clearance before entering the Vehicle.

**HEIGHT** – 107.5” which is just under 9 feet.

**LENGTH** – 232.5” which is about 19’ 5”.

**Do NOT go through drive thru’s.**

### NOTED DAMAGE

Please carefully inspect the Vehicle. If there is damage, make sure Lessor sees the damage and notes it. Lessee is responsible for any new damage, which is not marked.

