



460 Kingsland Avenue
 Brooklyn, NY 11222
 Tel (212) 947-3343
 Fax (718) 383-2669
 info@edgeautorental.com

CREDIT CARD AUTHORIZATION

Company Name: ROGUE FILMS

Business Phone #: +44 207 907 1000 Business Fax #: _____

Accountant's Name: ANA PALHAO Accountant's Email: accounts@roguefilms.co.uk

Name of Card Holder (please print): MADDY EASTON

Credit Card #: 4263 5385 3052 5933 Expiration Date: 09/18

Type: AMEX **VISA** MC DISC DINERS

A NON-WAIVABLE \$25 FEE WILL BE ADDED TO ALL RENTALS SECURED WITH A DEBIT CARD

Credit Card Billing Address:

ROGUE FILMS

Street address 2-3 BOURLET CLOSE Apt. / Suite number _____

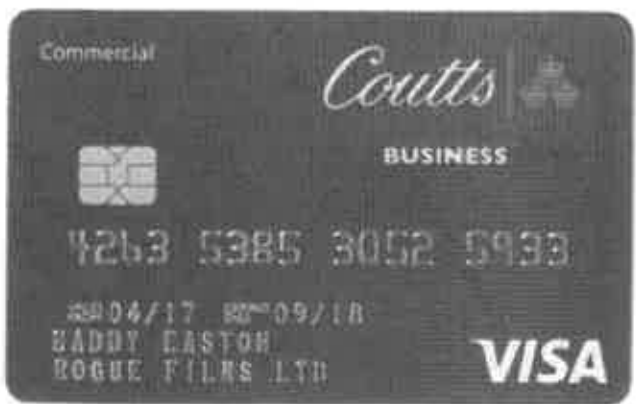
City LONDON State UNITED KINGDOM Zip code W1W 7BQ

I MADDY EASTON (please print) authorize Edge Auto Rental to process all charges for the above renter on my credit card. When signed, this document will serve as a signature on file for all rental agreements in my name and/or in the name of my company.

Any outstanding balance can and will be charged to my credit card. In the event no further charges such as parking or moving violations can be processed on my credit card, I agree to pay Edge Auto Rental upon demand.

Signature X: Date: 29 Nov 17

****This authorization is not complete without a photocopy of your Driver License & Credit Card****



**Edge Auto, Inc. and Edge Truck LLC Master
Rental Agreement**

This Master Rental Agreement ("**Agreement**") is made between Edge Auto, Inc., a New York corporation and Edge Truck LLC, a New York limited liability company (together "**EDGE**", "we" or "**us**" and ROGUE FILMS, a ("**Renter**").

1. Vehicles; Term. EDGE agrees to rent to Renter, and Renter agrees to rent from EDGE, the motor vehicle(s) and optional equipment ("**Optional Equipment**") specified on Exhibit A, at the rates specified on that schedule. The term "**Vehicle**" when used in this Agreement shall mean motor vehicle(s) rented by Renter under this Agreement. Each Vehicle rented under this Agreement will be subject to a Rental Agreement in substantially the same form as the agreement attached as Exhibit B; provided that to the extent that the terms of the Rental Agreement are inconsistent or conflict with the terms of this Agreement, this Agreement is controlling. The "**Initial Rental Period**" expires 28 days after the Renter takes possession of a Vehicle and will automatically renew for additional 28-day "**Renewal Rental Periods**," unless either party provides at least 5 days' prior written notice to the other party of the intent to terminate the rental at the end of the Initial Rental Period or subsequent Renewal Rental Period (the "**Off-Rent Notice**").

2 Account Suspension. If purchase orders are required for invoicing, EDGE will suspend Renter's account with EDGE if at any point EDGE does not have in its possession, as a function of EDGE's dependence on Renter to deliver to EDGE, at least three (3) purchase orders for vehicles either already on rent or already reserved for rent. Under suspension, EDGE will not accept any new or future rental reservations from Renter, beginning at the time EDGE provides Renter with reasonable notice of suspension, and Renter will be released from suspension once the balance of purchase orders owed to EDGE falls below three (3), and Renter's account is therefore released from suspension. Independent of this paragraph, the following paragraph always applies to customers with purchase orders.

If a purchase order is not required, or if a purchase order is required but at a given time EDGE possesses all relevant purchase orders from Renter, EDGE will suspend Renter's account with EDGE if at any point Renter's overdue balance owed to EDGE meets the lesser of:

- 1) \$5,000.00, or
- 2) 80% of Renter's total balance owed to EDGE

For example, 1) if Renter owes EDGE \$10,000.00, \$5,000.00 of which is current and \$5,000.00 of which is overdue, EDGE will suspend Renter's account and EDGE will not accept any new or future rentals from Renter until the entirety of the overdue balance is paid to EDGE, i.e., Renter's account is made current, and Renter's account is therefore released from suspension. Or, 2) if Renter owes EDGE \$1,000.00, \$200.00 of which is current and \$800.00 is overdue, EDGE will suspend Renter's account and EDGE will not accept any new or future rentals from Renter, beginning at the time EDGE provides Renter with reasonable notice of suspension, until the entirety of the overdue balance is paid, i.e., Renter's account is made current, and Renter's account is therefore released from suspension.

EDGE will generally allow Renter to keep any vehicles already on rent during a period of account suspension; however, EDGE may demand that Renter return any such vehicles if EDGE deems it necessary to do so, for any reason or no reason at all.

- 3 Payment.** Renter will pay EDGE within 15 days of date of invoice or earlier upon demand all charges accrued under this agreement ("Charges"), including: (a) \$50 or the maximum amount permitted by law, whichever is greater, if Renter pays EDGE with a check returned unpaid for any reason; (b) unless waived by EDGE, a Delivery or Pick-up charge for all Vehicles that are not picked up from or returned to the EDGE rental office; (c) all expenses EDGE incurs recovering a Vehicle if it is not returned to the agreed-upon location on the date and time promised; (d) all costs, including pre- and post-judgment attorney fees, EDGE incurs collecting payment from Renter or otherwise enforcing EDGE's rights under this Agreement; (e) a 2% per month late fee on all Charges that are not paid when due; (f) a reasonable fee not to exceed \$350 to clean a Vehicle if it is returned substantially less clean than when rented; (g) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (h) a mileage charge based on EDGE's experience if the odometer is tampered with; (i) all charges resulting from damage to the Vehicle as further described in Paragraph 6; (j) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs EDGE incurs resulting from Renter's use of a Vehicle during this rental
- 4 No Warranty.** Renter understands and agrees that Vehicles and Optional Equipment (collectively "Equipment") are rented to Renter without any warranty or guarantee of any kind, expressed or implied, and that EDGE assumes no responsibility for the Equipment as being fit for any purpose whatsoever. Renter assumes the entire responsibility that the selected equipment is fit for the intended use and purpose, as well as for the non-performance of the Equipment.
- 5 Equipment Inspection.** Renter acknowledges that it has inspected and tested all Equipment supplied by EDGE at the time of rental, and that all Equipment is in good and working order and acceptable to Renter. Renter also agrees to inspect and test all Equipment before each use.
- 6 Damaged or Malfunctioning Equipment.** **EDGE shall not be responsible to Renter for any claims by Renter for alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Renter's use of Equipment.** If Equipment is not functioning or is damaged, Renter shall notify EDGE immediately of the claimed malfunction or damage. EDGE shall have the option to: substitute like equipment in exchange for the return of the damaged/malfunctioning Equipment; or cancel this Agreement and recall all Equipment. The Charges for all Equipment returned to EDGE by recall under this Section 4 shall be abated from the time of acceptance and return. Likewise, Charges shall continue to accrue and be owed for replacement Equipment.
- 7 Authorized Drivers.** Renter shall permit the Equipment to be used only by duly qualified and licensed drivers and only in strict accordance with its contemplated use. Renter shall keep the Equipment in its sole custody and shall not permit the Equipment to be used in violation of any laws.
- 8 Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all physical and mechanical damage to the Vehicle related to an accident. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, whether or not you are at fault. You are responsible for theft of the Vehicle if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided or abetted in the commission of theft of the Vehicle. You must report all
- Edge Master Rental Agreement 8/9/2017

accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

9. Collision Damage Waiver: Prohibited Uses. If you purchase COW, your responsibility for Collision Damage to the Vehicle will be limited to the amount shown on the Rental Agreement Face Page. You may void your purchase of COW within 24 hours of purchase in person with the Vehicle at our office at no charge, PROVIDED THAT, the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for Collision Damage to the Vehicle if the damage or loss: (a) is caused intentionally or as a result of willful, wanton or reckless conduct of the driver; (b) arises out of the driver's operation of the Vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) is caused while you are engaged in a speed contest or driver training; (d) while pushing or towing anything or driving the Vehicle outside the United States unless authorized by us elsewhere in this agreement; (e) occurs while the Vehicle is used to carry persons or property for hire, or being driven off road; (f) arises out of the use of the Vehicle by a Person other than: an Authorized Driver; a duly licensed parent or child over the age of 18 thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of use of the Vehicle while engaged in the commission of a crime other than a traffic infraction. We will not waive our right to collect from you for Collision Damage to the Vehicle if: (h) we entered into this rental transaction based on fraudulent or materially false information supplied by the renter or an Authorized Driver; or; (i) You fail to report to us damage to the Vehicle as required by New York law. The acts listed in this paragraph 5 are prohibited uses of the Vehicle and material breaches of this Agreement.

COW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. COW does not apply to optional equipment ("Optional Equipment") we rent to you for use in the Vehicle or roof damage to the Vehicle. In addition, COW does not cover damage to tires, glass, or locks or lost keys.

10. **Risk of Loss.** Renter assumes all risk of loss whether or not covered by Renter's insurance coverage. Once Renter has taken possession of the Equipment, Renter's responsibility includes risks or losses arising or incurred: while in transit, at all locations named and unnamed, at all studios, while on your own premises, while in use, and while in storage on our premises. Renter also is responsible for the pickup and return of the Equipment at the rental facility. If the Renter does not pick up or return the Equipment at the rental facility, Renter is responsible for the cost of transportation and the risk of loss for Equipment in transit to and from any location.

11 **Third-Party Property.** Renter is responsible for all property (including camera(s), props, sets & wardrobe) stored or transported by EDGE for Renter's ultimate use. EDGE shall be acting as the agent of Renter in storing or transporting property that belongs to third party(ies). All risk of loss to third-party property that is transported or stored by EDGE for the benefit of Renter shall be the responsibility of Renter.

12 **Insurance.** Renter must insure all Optional Equipment and the Vehicle. Renter shall at its expense, and at all times during the rental, maintain in full force and effect insurance covering all Optional Equipment and Vehicle(s) rented, from all sources, for the full replacement cost without deduction for depreciation, except Vehicle(s) which are valued at actual cash value, and for loss of use (rents) of the Optional Equipment and Vehicle(s). Renter shall deliver to EDGE evidence of Renter's insurance coverage before Renter takes either constructive or actual possession of the Optional Equipment and Vehicle(s). Renter will forward a Certificate of

Insurance Evidencing Renter's general liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to EDGE that complies with the coverage requirements described in this Addendum. THE ASSURANCE OF VALID AND COLLECTIBLE INSURANCE COVERING EDGE AND YOU ON A PRIMARY AND NONCONTRIBUTORY BASIS IS BEING MATERIALLY RELIED UPON BY EDGE AND FORMS PART OF THE CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. Without this assurance EDGE would not rent the Optional Equipment and Vehicle to you.

a) Property Insurance. Renter's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name EDGE as Loss Payee for loss or damage to the Optional Equipment and Vehicle rented; shall cover "All Risk" of loss or damage to Optional Equipment; Vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision"; and all policies shall provide for 30 days' written notice to EDGE before any policy shall be modified or cancelled. In determining whether the Equipment shall be repaired or replaced, EDGE's judgment shall be conclusive

upon Renter. Limits shall be sufficient to encompass all property at risk, regardless of secure, but in no event less than \$1,000,000.

b) **Liability Insurance.** Renter agrees to procure and maintain primary and noncontributory insurance covering permissive operator, covering Renter, and covering EDGE.

Renter shall name EDGE as an additional insured on their liability insurance. Renter's liability insurance shall meet the following minimum limits: Commercial General Liability - \$1,000,000 per occurrence and annual aggregate; and Automobile Liability (covering Non-owned and Hired automobiles)- \$1,000,000 combined single limit and all related compulsory coverage including but not limited to, no-fault (PIP) and uninsured/underinsured motorist coverage. Renter agrees that this insurance is procured by Renter as partial payment for the rental of the Vehicle(s). Renter agrees it has procured valid and collectible primary and noncontributory insurance in satisfaction of the statutory obligation of EDGE to provide financial responsibility for the Vehicle(s). Renter waives its rights to assert claims against EDGE for insurance coverage and benefits. Renter releases EDGE from all liability, statutory and otherwise, for procuring automobile liability insurance for the Vehicle(s) and for providing financial responsibility.

c) Renter's property, automobile and general liability coverage is the primary coverage for Optional Equipment and/or Vehicle(s) and must be issued on a non-contributory basis. Furthermore, Renter represents and warrants that its insurance carrier agrees that the rights of EDGE under Renter's insurance policy shall not be affected by any act, neglect or breach of condition by the Renter, other than non-payment of premium. Renter shall remain primarily liable to EDGE for full performance under the terms and conditions of this Agreement if a dispute with their insurance carrier and for uninsured losses. EDGE will have the right to terminate this Agreement effective immediately upon notice if Renter fails to maintain in full force the insurance policies and coverages required by this Agreement.

13 Title. Renter specifically acknowledges EDGE superior title and ownership of the Equipment and must keep the Equipment free from all liens, levies and encumbrances. Renter may not assign or pledge the Equipment.

14 Indemnity. Renter agrees to indemnify, defend and hold harmless against any and all claims, actions, losses, damages, liabilities and expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the Optional Equipment and Vehicle(s) and by whomsoever operated, regardless of whether EDGE was directly or actively negligent, and even if EDGE was the sole cause. This indemnification shall survive the term of the Agreement.

15 Responsibility for Tolls, Traffic Violations, and Other Charges. You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, red light and bus lane tickets, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If charging authorities notify us that we may be responsible for payment of a Toll or Infraction, you will pay us or a processing firm of our choosing ("Processor"), an administrative fee of up to \$55 for EACH Violation or Toll incurred during the term of this rental. If we or the Processor pay any Tolls or Violations, you authorize us and the Processor to charge all payments and processing fees to the payment cards you used to pay for any rental with us.

16 Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. You

waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable

Acknowledge and Agreed by:

RENTER:

By:  MADDY EASTON

Title: PRODUCER .

Date: 29 NOV 17 .

EDGE AUTO, INC.

By:

Title: _____

Date: _____

EDGE TRUCK LLC

By:

Title: _____ Date: _____
