

CHERRY LIGHTS RENTAL CONTRACT (2009)

Cherry Lights

11741 Split Circle, Potomac MD 20854 • Tel. 240.274.5522 • Fax 301.340.7791

rent@cherrylights.com • www.cherrylights.com

CHERRY LIGHTS RENTAL AGREEMENT

Morrison Productions Inc. requires that renters supply a Certificate of Insurance showing Property Damage / Loss Insurance and Liability Insurance prior to taking possession of the equipment. YOU MUST INSURE ALL THE EQUIPMENT. You shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. Coverage must begin from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned. Such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, you shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Rental Contract. The Rental Company may enforce its remedies directly against you without resort to your insurance.

The Certificate Holder should be written as follows:

Morrison Productions INC

11741 Split Tree Cir

Potomac, MD 20854

PROPERTY DAMAGE / LOSS INSURANCE

1. Morrison Productions Inc. shall be named as LOSS PAYEE for loss or damage to the property rented.
2. Coverage shall include ALL RISKS of loss or damage for equipment; vehicles physical damage coverage shall include the perils of COMPREHENSIVE and COLLISION.
3. Coverage must be for FULL REPLACEMENT COST OF RENTED MISCELLANEOUS EQUIPMENT. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Any single-item or loss limit must be sufficient to cover the largest, single-item replacement value.
4. Policies shall provide for 10 days written notice to the rental company before any policy shall be modified or canceled.
5. Deductible may not exceed \$2,500.

(end of page 1 of Rental Contract, please initial here _____ and continue on page 2.)

GENERAL LIABILITY INSURANCE

1. Morrison Productions Inc. shall be named as ADDITIONALLY INSURED.
2. Your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:
Commercial General Liability: \$1,000,000 per occurrence & annual aggregate
Automobile Liability: \$1,000,000 combined single limit
Foreign Liability: If filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit
Aircraft Liability: If filming from an aircraft: \$5,000,000.

COMMERCIAL AUTO LIABILITY INSURANCE

1. Morrison Productions Inc. shall be named as ADDITIONALLY INSURED. Coverage must include HIRED AND NON-OWNED AUTO LIABILITY and HIRED CAR PHYSICAL DAMAGE ON A DIRECT PRIMARY BASIS.
2. Your insurance should be on a WORLDWIDE BASIS. If you are planning to travel out of the United States with the equipment rented, you must notify the Rental Company well in advance so that we can help you in preparing the proper documentation for travel abroad.
3. Insurance is not assignable or transferable. If a company is providing coverage for an affiliate company, please have your agent include on the insurance certificate the name of the company that is arranging the rental.
4. THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described above shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums. Lapse or cancellation of the required insurance shall be an immediate and automatic default of the Rental Contract.

Should you fail to procure or pay the cost of maintaining in force the insurance specified in this Rental Contract or to provide the Rental Company upon request with satisfactory evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance for you at an additional cost of 15% for domestic rentals. This is not to be construed as the sale of insurance and is designed to protect only our interests; coverage is not provided for equipment not rented from Morrison Productions Inc.

(end of page 2 of Rental Contract, please initial here _____ and continue on page 3.)

Company Name: _____

Address: _____

City: _____ State & Zip Code: _____

Telephone #: _____ Fax #: _____

E-Mail Address: _____

Name of Company's Authorized Agent: _____
(person responsible for paying this contract)

(please circle one) Freelance -or- Staff

Company's Authorized Agent Signature: _____

Date: _____