



EQUIPMENT LEASE AGREEMENT

This Agreement is entered into by and between _____ (“Lessor”) whose address is _____ and

(Wheels Up Rentals LLC) 9051 Lyndale Ave S Bloomington, MN 55420 (“Lessee”)

Interstate Travel – Non-Hazardous Material (Film Equipment Only)
Lease is for less than _____ days.

Lease Rate/Payment Terms: _____

Delivery Date/ Location: _____

Shoot Date(s)/ Location: _____

Return Date/ Location: _____

Point Of Contact: _____

Trailer Choice: _____

Terms and Conditions

Inspection/Testing:

Lessee acknowledges right to inspection and testing at the time of rental and acknowledges receipt in good condition of the equipment, vehicles, and/or property hereof (the "Property"). Upon end of rental term and return of Property, Wheels Up Rentals will notify Lessee within 5 business days of any damage to Property.

The person executing the contract on behalf of the Lessee warrants that he/she has full authority of the Lessee to sign the rental contract and obligate the Lessee to the Terms and Conditions of this Rental Agreement. Lessor is providing the Equipment in good working condition, fit for the particular use and purpose intended by the Agreement. In the event the Equipment becomes inoperable or fails to perform as contemplated here under through no fault of Lessee, Lessor shall repair or replace the equipment in a timely manner so as not to disrupt production.

Lessee agrees to return the Equipment in the same condition as delivered, normal wear and tear excepted, and Lessee further agrees that the Equipment shall be used only at the location specified in the Agreement and only by duly qualified employees and/or agents of Lessee. Lessee will take all necessary precautions during the progress of the production, including the use of the

Equipment, to protect all persons and property from injury and damages. Lessee shall use the Equipment in strict accordance with all laws applicable to the location, and only for the purposes of the production contemplated and set forth in the Agreement. This lessee cooperates with all Federal, State, and local law enforcement officials nationwide to provide the identity of drivers who operate this rental CMV.

Wheels Up Rentals Information

**Wheels Up Rentals LLC
9051 Lyndale Ave S
Bloomington, MN 55420**

**Sammy Halabi (763) 670-4191
April Hinrichs (978) 514-4348**

Insurance:

Lessee and each of its officers, employees and agents, shall hold Lessor harmless from and against any and all claims, actions, suits, proceedings, cost expenses, damages and liabilities arising out of, or connected with, or resulting from this Agreement, or from the equipment, save and except for damages or injuries resulting from the negligence and/or willful misconduct of Lessor.

Lessee shall secure and maintain (a) Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor hereunder, and (b) Comprehensive General Liability and Business Automobile Liability insurance both in an amount of not less than \$1,000,000. Lessee shall provide Certificate of Insurance, signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this Agreement.

It is agreed that Lessee's Insurance coverage shall commence at the time any of the Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until the equipment is returned to the premises of Lessee agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Lessor and Lessee.

In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Lessee is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

Technician/Operation:

Lessee shall only allow the Property to be used by qualified technicians and/or, if licensing is required by law for the use of any Property, duly licensed personnel, and only in strict accordance with the instructions of the Property manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Property, and should be competent with regard to the normal operation of the Property. Lessee shall keep the Property in their sole custody and shall not permit the Property to be used in violation of law.

Payment Schedule: Short term rentals (1-week rental period or less) shall be paid by check, cash, or credit card upon return of Property to Wheels Up Rentals. Long term rentals (8-day rental period or longer) shall be paid in accordance to instructions found within weekly invoices generated and electronically delivered by Wheels Up Rentals to Lessee, but unless outlined payment must be submitted within one week after agreement ends. All payments to be made out to Wheels Up Rentals LLC.

Late Fees:

Any past due amount will incur a finance charge of 25% of the total amount due, billed one (1) day after each 10-day period Lessee is past due

Late Returns: Renter shall return rented items to Wheels Up Rentals during regular business hours, promptly upon, or prior to expiration of rental period. If renter does not timely return, the rental rate shall continue until items are returned.

Extra Costs: Extra equipment provided by Wheels Up Rentals such as Trailer Hitch, Genny, Hitch Locks etc. will incur a rental fee. All rental items must be returned back to Wheels Up Rentals, or the full value of the item will be tacked on the invoice to replace lost or damaged item.

Repairs:

Lessee agrees to operate the property only in a manner for which it was intended and not to attempt to make any repairs of any nature, kind or description. In the event that Property becomes inoperative, Lessee shall notify Wheels Up Rentals immediately in writing, and in no less than 24 hours. Any damage will be deemed by Wheels Up Rentals and invoiced to lessee. Damage to the inside or outside of the trailers such as dings, dents, scratches bigger than a dollar bill will be elevated and cost to repair will be added to the lessee final invoice.

Storage:

Lessee bears the risk of loss for all property not owned by Wheels Up Rentals (including but not limited to sub rented equipment stored and/or transported by Wheels Up Rentals for Lessee's ultimate use. Wheels Up Rentals shall be acting as the agent of Lessee in storing and/or transporting property which belongs to third parties. Lessee will not store any of rented equipment on city streets unless you have a valid permit issued by the city.

Replacement Value:

Equipment coverage shall be provided in replacement cost basis. Lessee agrees to whatever replacement value is set by Wheels Up Rentals. If provided on actual cash basis, and in the event of loss and/or damage, Lessee shall pay the difference between the actual cash value and replacement cost.

If the property is in need of repair upon Lessee's return of same, Lessee shall pay all costs of such repair. If the Property is damaged beyond repair or lost or destroyed from

any cause, Lessee shall pay Wheels Up Rentals the replacement cost for such Property, without any allowance for depreciation or obsolescence.

Repair or replacement of said equipment will be the sole decision of the Wheels Up Rentals. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Wheels Up Rentals or full payment in settlement of loss received by Wheels Up Rentals

Titles and Ownership:

Title to the Property shall at all times remain vested solely in the Wheels Up Rentals. Upon expiration of specified rental period, Lessee shall return the Property and equipment to Wheels Up Rentals in the same condition as received; reasonable "wear and tear" is expected.

Rental Rates, Usage Periods, Taxes, Fuel, Violations:

The Specified Rental Rates do not include any charges for repair, service, transportation or fuel. These responsibilities & charges shall be borne by Lessee: Lessee will be responsible for refueling vehicle, during production and at end of rental period. Vehicle will be returned full of fuel at end of rental period. If not returned full, Lessee will be charged \$6.00/gallon until tank is full. Lessee shall pay to Wheels Up Rentals any such taxes imposed upon Wheels Up Rentals in connection with Lessee's use and/or rental of the property. Lessee agrees to return the Property by 11:00 AM on the first day immediately following the end of the stated rental period. In the event that the property is not returned at the time and date specified, additional rent shall be charged at the daily rental rates specified in the Wheels Up Rentals current published Rental Rates for each day, or part thereof, that Lessee keeps the Property after the time specified. Any traffic and/or parking violations addressed to Wheels Up Rentals will incur an additional \$50/violation handling fee due to the Wheels Up Rentals from Lessee. All violation fines will be paid directly by Lessee to the issuing agency. Any toll charges or violations will be handled similarly, depending on the total amounts due.

Vehicle Mileage:

Standard Mileage is \$0.57/mile, after the first 30 miles. Lessee agrees to acknowledge and sign off on odometer's mileage at both the beginning and end of the rental period, upon pick up and drop off of vehicle.

Deposit:

Lessee agrees that any rental deposit shall be deemed a guarantee by Lessee of the full and complete performance of each and all terms, covenants, and agreements to be performed by Lessee here under, and in the event of any breach by Lessee, the deposit

will be credited against any past due amount, loss, damage, cost or expense incurred by Wheels Up Rentals as a result of the breach.

Indemnity:

Lessee agrees to defend, indemnify and hold Wheels Up Rentals, its parent, subsidiary and affiliated companies and its owners, officers, and employees harmless from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liabilities, including court costs and reasonable attorney fees arising out of, connected with, or resulting from the rental of any equipment, including motor vehicle, or the supplying of any person provided by Wheels Up Rentals: however, that Lessee shall have no obligation to indemnify and hold harmless Wheels Up Rentals for its sole negligence that amounts to gross negligence or for the intention or intentional misconduct of any personnel by Wheels Up Rentals here under. Wheels Up Rentals gives no warranty expressed or implied, as to condition, quality or any other matter of the property and will in no case be responsible for any injury, death, loss or damages of any kind arising in connection with Lessee's possession and/or use of the Property.

Governing Law/Disputes:

This Agreement shall in all respects be subject to the laws of the state of Minnesota applicable to agreements executed and wholly performed within such State. If any dispute as to fees, costs or expenses arises, or any other matter relating to this agreement, including breach, alleged breach, or any other contractual or quasi-contractual claims, Lessee agrees to resolve such claims by binding arbitration in Minneapolis, MN, in accordance with the rules of American Arbitration Association ("AAA"). The prevailing party in any such litigation shall be entitled to reimbursement of all costs of the litigation, including but not limited to filing fees and expenses, court/arbitrator fees and expenses, and reasonable attorney fees and expenses.

If Lessee is a corporation or LLC, the person signing this agreement on behalf of said corporation or LLC hereby warrants that he/she has full authority of such corporation or LLC to sign this agreement and obligate the corporation. Said person and the corporation/LLC shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Wheels Up Rentals under the terms of this agreement.

Lessee hereby certifies that he/she has read and fully understands and accepts all provisions of this agreement prior to executing this agreement.

Lessee also acknowledges that a photocopy, electronic copy or fax copy of this document shall constitute the same consent as an original.

This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

These terms are accepted by the Lessee upon delivery of the terms to the Lessor.

Lessee (Print Company Name)

For Lessee (Print Name) _____

Signature _____

Title _____

Date _____

Address Line 1

Address Line 2

Wheels Up Rentals Representative

Signature _____

Date _____



Wheels Up Rentals LLC

9051 Lyndale Ave S
Bloomington, MN 55420

Email: Hello@Wheelsuprentals.com
Phone: 763-670-4191 or 978-514-4348