

# Film My Ride Movie Picture Cars - Terms and Conditions

## (1) Acceptance

- These Terms and Conditions will serve as an Agreement between the Hirer, Film My Ride Movie Picture Cars, and the owners of the vehicles. Film My Ride Movie Picture Cars and its representatives shall be indemnified from any claims.
- The Hirer/Cardholder agrees to prepay the daily charges for the vehicle rental and any other special services specified in the Agreement or extension. Extensions will require prepayment as well.
- The Hirer/Cardholder accept that these charges are non-refundable and non-transferable. In particular, he or she acknowledges that in the event that he or she cancels or voids the Agreement, or returns the vehicle earlier than stated in the Agreement, no refund applies.
- The Hirer/Cardholder acknowledges that he or she shall be liable in respect of the first \$2000.00 of any loss or damage irrespective of fault. In the event of legal action taken towards the Hirer/Cardholder, the Hirer/Cardholder is liable for any and all costs that may be incurred.
- The Hirer/Cardholder agrees that if he or she has presented a credit charge card by way of bond or payment for this Agreement, that the actual or consequential liability arising out of the Agreement may be billed directly to this credit card. Agreement is entered once both parties have read and signed this document.

## (2) The Hirer's Obligations

Hirer shall provide Film my Ride Picture Cars with complete details about the intended vehicle usage. In example, if you need a vehicle that will be driven on the location, mounted with accessories or cameras, dusted with finish duller, simulated rain, etc. you need to tell us in advance so we can ensure that the vehicle selected is best suited for the conditions.

- The Hirer shall ensure that all reasonable care is taken in providing a safe environment for handling and parking the vehicle and that it is left securely guarded and locked when not in use.
- The Hirer will be responsible for all necessary site licenses, inspections, locations, permits, access passes, identification, and parking fees.
- The Hirer shall ensure that this Agreement is kept in possession at all times throughout the term of the hire, and produced on demand by any police officer, traffic officer, or other authorized employee of the county of San Diego.

## (3) The Vehicle Owner's Obligations

By accepting a contract for hire, the owner of the vehicle agrees to abide by these conditions and guarantees that the vehicle will be made available for the entire duration of the contract and you will comply with the intended vehicle usage specified by the Hirer. In example, if you start a job and the script / weather forecast calls for rain, ether simulated or natural, you will still report to the base camp with the vehicle.

- The Owner shall supply the vehicle in a safe and roadworthy condition. The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except that where by the terms of an addendum to the Agreement specifying that additional costs to operate the vehicle are payable by the Hirer.
- The owner shall provide a vehicle that is clean and in show ready condition.
- The Owner shall arrive at the Hirers pre-specified location ½ hour prior to the scheduled work.
- The vehicle shall be fully insured and be in compliance with state and federal law
- The tires on the vehicle are maintained at their proper pressure and tread depth.
- The Owner shall be responsible for the cost of petrol and other fuel, oil, coolant, towing and any repairs incurred during the term of Agreement.
- If the vehicle is utilized inside a facility, whether public or private, the Owner will conform to all applicable rules and regulations set forth by the Fire Marshal and provided by the Hirer/Cardholder.

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- The owner agrees not to receive compensation (less brokerage fee) from Film My Ride until satisfactory completion of services. Payment will be in the form of a check, which are usually processed in 2 weeks or less.

### (4) Hirers Use of the Vehicle

The Hirer shall not permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is specifically hired with the knowledge of the Owner.

- Sublet or hire the vehicle to any other person
- Permit the vehicle to be operated outside his or her authority
- Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess (d) breath or blood alcohol or under the influence of drink or drugs)
- Operate the vehicle or permit it to be operated in any race, speed test, rally or contest
- Operate the vehicle or permit it to be operated to tow or propel any other vehicle
- Operate the vehicle or permit it to be operated in breach of the Traffic Regulations or any other Act, regulations or bylaws relating to road traffic
- Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading of the vehicle
- Drive or permit the vehicle to be driven by any person that is not the holder of a current drivers license appropriate for the vehicle.
- Where damage to the vehicle is caused by a breach of this clause, or occurs as a result of a breach of this clause, the Hirer shall be responsible for the full cost of repair of all such damage.
- The vehicle is maintained at safe level /angle as not to cause discharge of, oil gasoline, radiator coolant and battery electrolyte.
- Neither the vehicle nor the driver/escort shall be utilized for or asked to participate in any stunts, illegal activity, and pornography.
- Vehicle safety will be a high priority and the Driver/Escort has the authority to refuse to participate if the situation is deemed to be dangerous to the vehicle or human/animal life.

### (5) Mechanical Repairs, Damage and Accidents

- If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the Hirer shall advise the Owner of the vehicle and Film My Ride of the full circumstances by person and telephone as soon as possible. (619) 838-8116
- The Hirer shall not arrange or undertake any movement, repairs or salvage without the authority of the Owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property or people.
- The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, and transmission, braking or suspension system of the vehicle.

### (6) Immediate Return of Vehicle

- The Owner shall have the right to terminate the Agreement and take immediate possession of the vehicle if the Hirer fails to comply with any of the terms and conditions of the Agreement, or if the vehicle becomes damaged.
- The termination of the hire under this clause shall be without prejudice to other rights of the Owner and the rights of the Hirer under this agreement or otherwise.
- In the event that an accident renders the vehicle un-roadworthy, the Owner will make no refund or payment of unused hire period and the provision of a replacement vehicle shall be at Film My Ride and the Owner's sole discretion. In these circumstances the Owner shall not be responsible

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for the cost of transporting the Hirer or any accompanying passengers away from the accident location.

### (7) Accessories

- In the event that the vehicle is required to be fitted with accessories, camera mounts, decorations, etc. The Hirer will provide the materials and crews. The Owner shall be responsible for making the decision to do so and communicate with the camera and lighting crew. The hirer and crews will be responsible for correctly fitting and attaching these accessories.
- Any damage caused to the vehicle, or any other property resulting from the incorrect fitting of accessories on other vehicles shall be the responsibility of the Hirer, notwithstanding Collision Damage.

### (8) Insurance

- No vehicles, under any circumstances, will be rented to production companies unless they have supplied Film My Ride Movie Picture Cars with a certificate of insurance. Furthermore, the certificate of insurance must show general liability and auto liability coverage in the amount of one million dollars or more for all hired vehicles. There are no exceptions to this policy and all car owners will be e-mailed a copy of the certificate of insurance prior to them going out on a job
- Subject to the exclusions set out below, the Owner, is fully indemnified in respect of any liability he or she might have to the Hirer in respect of the loss or damage of props, sets, 3rd party vehicles, equipment, and accessories and spare parts and any consequential loss of revenue or other expenses of the Hirer, including, injury, repairs, towage and salvage costs associated with damage caused during your Agreement, the recovery of the vehicle and its accessories and spare parts.
- Subject to the exclusions set out below, the Owner of the vehicle, is indemnified to the extent of \$250,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of use of the vehicle.

### (9) The indemnities referred to above shall not apply where the damage, injury, or loss arises when:

- The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;
- The vehicle is in an unsafe or un-roadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or un-roadworthy condition of the vehicle.
- The vehicle is operated in any race, speed test, rally or contest.
- Any person not named in the Agreement drives the vehicle.
- The vehicle is being driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for the vehicle.
- The vehicle is willfully or recklessly damaged by the Owner or any other person named in the Agreement or driving the vehicle under an agreement with the Hirer, or is lost as a result of willful or reckless behavior of the Owner or any such person.
- The vehicle is operated off-road or on any beach without prior agreement.
- The vehicle is operated outside the term of the hire or any agreed extension of that term.
- The vehicle is operated in breach of any of these clauses
- In the event that the vehicle is damaged maliciously, or damaged by unlawful entry, the Hirer shall be responsible for the cost of repairing all such damage, up to the value of the agreed insurance excess.

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### (10) Return of the Vehicle

- The Hirer shall at or before the expiry of the term of hire, ask the Driver/Escort to return the vehicle to the vehicles normal storage location, or as other specified in the Agreement, or obtain the Owner's consent to the continuation of the hire.

### (11) Payment

- Unless we have developed a sound relationship with your production company, all picture car rentals will be pre-paid
- Film My Ride Picture Cars honors most major credit cards and we will accept checks from production management services, which includes production companies, film studios, magazine publishing companies, private and public businesses. Prior to taking delivery of the vehicle the authorized agent/hirer must make prior arrangements for payment. We do not accept any personal checks for Film My Ride Picture Cars.
- Film My Ride Picture Cars requires a completed Order Form. You may also be asked to provide a certificate of insurance naming FMR and or the vehicle as an additional insured.

By signing this form you signify that you have read and agree to be bound by the Terms and Conditions set forth. Please mail or FAX the completed form to the address below.

Date \_\_\_\_\_

Signature of Film My Ride Picture Cars escort \_\_\_\_\_

Date \_\_\_\_\_

Signature of Hirer or authorized representative \_\_\_\_\_

Tentative days of service \_\_\_\_\_

Notes:

Film My Ride Picture Cars

7540 Sturgess Ave, La Mesa CA 91941

Telephone (619) 838-8116 FAX (619) 825-6095

[www.moviepicturecars.com](http://www.moviepicturecars.com)