



EASTERN EFFECTS, INC. VEHICLE RENTAL CONTRACT

****TO CONFIRM YOUR RENTAL, AN AUTHORIZED REPRESENTATIVE MUST READ EACH LINE, INITIAL EACH LINE, AND PROVIDE THEIR SIGNATURE AT THE BOTTOM****

- ____ 1. Renter shall provide Eastern Effects, Inc. (EEI) with Vehicle Insurance prior to the first rental.
Vehicle Insurance Must Include:
1. **Hired Autos**
 2. **Non - Owned Autos**
 3. **The Auto Liability Coverage must be PRIMARY and Non-Contributory to Any Other Insurance In Effect for Eastern Effects, Inc., for All Claims That Arise Out of the Renter's Use, Maintenance or Operation of the Vehicle.**
 4. **Physical Damage at No Less Than \$125,000 Per Vehicle Rented.
Rental of a Combi Truck Requires Physical Damage at No Less Than \$175,000**
 5. **The insurance company will have an AM Best Rating of A- VII or greater.**
- ____ 2. Renter shall indemnify Eastern Effects, Inc. for any claim for injury (including death), property damage or any other claim that arises out of the Renter's use, maintenance or operation of the vehicle and hold Eastern Effects, Inc. harmless for any expense incurred (including attorney's fees) arising out of such claim.
- ____ 3. All traffic and parking violations are the financial responsibility of the Renter.
- ____ 4. Vehicle rentals are subject to the terms stipulated in the Eastern Effects Equipment Rental Terms & Conditions.
- ____ ***Renter's Providing Their Own Driver for the Rental Duration, Complete Items 5 through 12.***
- ____ ***Renter's Hiring an Eastern Effects Driver for the Rental Duration, Initial Line then Skip to Item 13.***
- ____ 5. Renter shall provide and retain a responsible and capable Driver with a valid United States Driver's License for any rented vehicle*.
*NOTE 5 TON AND COMBI TRUCKS REQUIRE A COMMERCIAL DRIVER'S LICENSE.
- ____ 6. Renter agrees to provide and retain ONE Driver to operate the vehicle for the duration of the vehicle rental.
- ____ 7. Renter shall ensure that the said Driver come to EEI's warehouse during our regular business hours to receive driver training on the rented vehicle in advance of the truck leaving our facility. Driver training takes a minimum of 45 minutes to complete. No vehicle will be released until the driver training is complete and EEI is satisfied that the Renter's Driver is capable of driving the rented vehicle.
- ____ 8. Renter's Driver must present a valid United States Driver's License at the time of training. EEI has the right to refuse any driver that does not have a valid United States Driver's License.
- ____ 9. Renter's Driver must comply with all driver training instructions and directives. Driver will take a test drive with an Eastern Effects Employee. EEI has the right to refuse any Driver who is not capable or qualified to operate the rented vehicle, or any Driver who is unwilling to comply with vehicle instructions.

- ____ 10. Renter agrees to notify Eastern Effects immediately if their assigned Driver is not driving the rented vehicle for ANY reason during the course of the vehicle rental. If a new Driver is assigned to the vehicle, the Renter must notify EEI immediately and ensure that the new Driver takes EEI's driver training before that person drives the rented vehicle.
- ____ 11. Any damages or complications that arise due to an unauthorized change of Driver, or general Driver error, are the financial responsibility of Production.
- ____ 12. If the Renter will be crossing New York State lines with a rented EEI vehicle:
- i. Renter agrees to contact an Eastern Effects Rental Manager to request the total weight of the rented vehicle and rented EEI equipment to ensure the vehicle is NOT overweight. (Eastern Effects is not responsible for the weight of any other equipment loaded onto the vehicle.)
 - ii. Renter shall direct and ensure their licensed Driver stops at any and all weigh stations as required by law.
 - iii. Renter is aware that IF their rented vehicle is overweight and IF stopped at a weigh station they will be subject to financial penalties. Renter agrees to inform an EEI Rental Manager immediately if such situation occurs.
 - iv. Renter agrees to pay any and all infractions for operating an overweight commercial vehicle.
 - v. Renter is aware that IF their rented vehicle is overweight and IF stopped at a weigh station the vehicle can and will be held until the weight is removed from the vehicle. Weigh stations will not release overweight vehicles until the matter is remedied.
 - vi. Renter agrees that Eastern Effects is in no way responsible for an overweight remedy. Renter agrees to remedy the situation at their own risk and expense.
 - vii. Renter agrees any complications that arise due to the overweight vehicle and the time to remedy the situation at the weigh station are the financial responsibility of the Renter.
 - viii. Renter is responsible for securing and paying for any and all interstate transit permits and tolls if applicable.

Renter's Hiring an Eastern Effects Driver for the Rental Duration, Complete Item 13

- ____ 13. If the Renter will be crossing New York State lines with a rented EEI vehicle:
- i. Renter agrees to inform an Eastern Effects Rental Manager 48 hours in advance of the vehicle check-out.
 - ii. Eastern Effects will arrange for the proper interstate transit permits if applicable. Renter shall be financially responsible for any and all transit permits and tolls.

Renter's Renting Vehicle Storage at 537 Smith Street, Brooklyn, NY 11215, Complete Item 14

____ 14. It is understood and agreed that the Renter ("Tenant") is renting the use of one or multiple vehicle storage spaces at 537 Smith Street, Brooklyn, NY 11215 solely for its own use and will utilize the space accepting all responsibility for damage to any vehicle parked in the space by Tenant, its employees or invitees, for any personal property or equipment stolen from the vehicle while parked there and that Eastern Effects, Inc. has no responsibility for such damage or theft. Tenant also agrees that it shall bear exclusive responsibility for any damage caused by any of its employees or invitees to any other vehicle or persons using the vehicle storage space at 562 Baltic St. Tenant hereby waives any right it might otherwise have to make any claim against Eastern Effects, Inc. for any damage or theft resulting from Tenant's use of the vehicle storage space.

Renter's Driver Name and Contact Information: _____

Signature (Authorized Representative): _____

Dated: _____

Name (please print): _____

Title: _____