

Business Rental Preferred Rate Agreement

Company: Remote Broadcasting, Inc. "Customer" Company: ELRAC, LLC "Enterprise"
(Enter legal subsidiary name for Enterprise Group)
Contact: Kerin Ferallo Contact: Chris Schulman
Address: 11 Broadway Address: 18-02 Petracca Place, Suite 24FF
New York, NY Whitestone, NY 11357

BASE RENTAL CHARGES*

Production Rates – Self Insured											HYBRIDS		
	Compact	Intermediate	Standard	Full	Premium	Luxury	Minivan	Cargo	SUV	Full SUV	Standard	Full	SUV
Daily	49.99	51.99	54.99	54.99	69.99	84.99	79.99	89.99	89.99	109.99	59.99	54.99	
Weekly	194.99	239.99	275.99	279.99	359.99	459.99	399.99	429.99	429.99	579.99	269.99	279.99	
Monthly	589.99	689.99	789.99	789.99	949.99	1299.99	1179.99	1199.99	1199.99	1679.99	879.99	899.99	

*Base Rental Charges apply to participating Enterprise locations in the following geographic area(s): NJ, NY, CT and VT.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, the renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location.

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, any optional products or services such as liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products").

LIABILITY PROTECTION: Customer and employee(s) of Customer agree to protect themselves and Enterprise from liability exposures by one of the following methods:

Liability will be carried by, and maintained at the Customer's own expense, including Automobile Liability Insurance (any auto / hired auto endorsement) in an amount not less than \$1,000,000 combined single limit for all losses during the term of this agreement.

Customer will provide Enterprise with proof of said coverage by supplying a copy of an insurance certificate showing Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust. 6929 N. Lakewood Dr, Tulsa OK 74117, as an additional insured and certificate holder.

MILEAGE CHARGES: Base Rental Charges for rentals in the NY, NJ, CT and VT area on Compact size vehicles through Premium size vehicles include unlimited daily and weekly mileage, as applicable. All car classes are capped at 3,000 miles per month. Any additional miles will be charged at the rate of \$0.20/mile. Base Rental Charges for rentals outside of NY, NJ, CT and VT may not include mileage. Mileage charges charged by the renting location's branch will apply outside of NY, NJ, CT and VT.

VEHICLE AVAILABILITY: Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

ADDITIONAL TERMS AND CONDITIONS

- Term.** The term of this Business Rental Preferred Rate Agreement ("Agreement") begins and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees of Customer (hereinafter "Employees") for rental from Enterprise's rental facilities for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses

Sony Pictures Entertai..., 2/15/13 3:47 PM
已删除: Woodridge Productions, Inc
Sony Pictures Entertai..., 2/15/13 3:47 PM
已删除: Brandie Horstkamp
Sony Pictures Entertai..., 2/15/13 3:47 PM
已删除: 42-22 22nd Street
Sony Pictures Entertai..., 2/15/13 3:48 PM
已删除: Long Island City
Sony Pictures Entertai..., 2/15/13 3:48 PM
已删除: 11101

of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer L24P2210 for rentals for business use and L24P240 for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use.

against Customer specifically prohibiting Customer from producing, distributing or otherwise exploiting the motion picture/television project currently entitled "Friends & Family" (the "Project").

3. **Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee. Rentals are billed on a 30 day cycle and payment is expected to be made within 30 days of receiving invoice.
4. **Rental Rates.** Enterprise agrees to charge the Base Rental Charges quoted in this Agreement
5. **Preferred Provider Status.** Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use.
6. **Miscellaneous.** Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. **Third-Party Beneficiary.** The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.
8. **Offsets.** The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer. In the event of a dispute hereunder, and without limiting any other remedies available to Enterprise, Enterprise shall not be able to seek non-monetary equitable relief

9. **Assignment.** Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation; provided, however, that such action shall only be allowed if it does not interfere with or frustrate the purpose of this Agreement.

10. **Signature on File.** As part of any rental transaction in which Enterprise delivers possession of a rental vehicle to an Employee or agent of Customer other than the Employee intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Employee intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 or as provided by law, or use by any Employee other than for business use, or use by any Employee not possessing a valid driver's license issued by the state in which the Employee resides; (e) Customer will be responsible for ensuring compliance with California Vehicle Code Sections 14604-14609 and any other state's comparable law by assuming Enterprise's responsibility to compare the signature of the Employee to whom the vehicle is to be rented to the signature of such Employee on his or her driver's license; (f) if the rental vehicle is a passenger van with seating for over 10 occupants, Customer will be responsible for distributing to all Employee drivers copies of the Large Van Addendum to the Rental Contract; and (g) Customer agrees to defend and indemnify Enterprise against all claims, liabilities, costs and expenses (including reasonable outside attorneys' fees) arising from the use of any rental vehicle or breach of any Rental Contract term by any Employee in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Employee to operate the rental vehicle, or other allegation of negligence, excluding any negligence or willful misconduct of Enterprise.

11. **Remedies.** Enterprise acknowledges that in the event of a breach of this agreement by Customer or any third party, the damage, if any, caused Enterprise thereby will not be irreparable or otherwise sufficient to entitle Enterprise to seek or obtain injunctive or other equitable relief against the exhibition or other exploitation of the Project. Enterprise acknowledges that its rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law and to terminate the contract, and Enterprise will not have the right to enjoin the production, exhibition, or other exploitation of the Project or any other Customer projects, television or motion picture or otherwise, or any subsidiary or allied rights with respect thereto. This waiver of injunctive relief will continue in full force and effect notwithstanding the expiration or termination of this Agreement. The parties

Sony Pictures Entertai..., 2/15/13 3:49 PM

已删除: 34

Sony Pictures Entertai..., 2/15/13 3:48 PM

已删除: The Blacklist

Sony Pictures Entertai..., 2/15/13 3:49 PM

已删除: 3

Sony Pictures Entertai..., 2/15/13 3:49 PM

已删除: 34

agree to use best efforts to resolve any disputes amicably without resort to formal legal means, giving adequate written notice of any alleged breach of the terms and obligations hereunder and providing a reasonable opportunity to cure any such alleged breach. Should informal discussions not resolve the matter, then any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to arbitration before a single arbitrator, in accordance with the rules and procedures of Judicial Arbitration and Mediation Services, Inc. (JAMS). The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The

ENTERPRISE

By _____
Name: Chris Schulman
Title: Business Rental Sales Executive
Date: _____

arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court).

CUSTOMER

By _____
Name: _____
Title: _____
Date: _____