

# HIRE CONDITIONS

**The rental implies acceptance without reservation of our general rental conditions, after having read and signed the contract or delivery note for acceptance or approval.**

## DELIVERY

- 1** - The equipment taken over by the renter or on his behalf is considered accepted or recognized in perfect condition operation.
- 2** - The renter must communicate the date of return of the rented equipment and any subsequent and possible change of the same date.
- 3** - The equipment is delivered to the renter at the Movie People s.p.a headquarters, which issues regular delivery note, the copy of the latter will be returned to Movie People s.p.a signed by the renter or by those responsible for taking over.
- 4** - The fee of the equipment start from the day of delivery.
- 5** - The transport of the equipment is always the responsibility of the renter.

## RENTAL

- 6** - The rented equipment can be used in Italy. In case of use abroad the renter agrees to ask the Movie People s.p.a a written authorization and the preparation of the related documentation.
- 7** - The renter ,when received the rented equipment, must signed an irrevocable insurance policy against damage, in favour of Movie People s.p.a, according to the value indicated by Movie People s.p.a or resulting from the inventory. The insurance must include all risks of transport by car, train, ship, plane and all risks due to damage caused by atmospheric events, accidents, etc., including the loss of the equipment.
- 8** - In case of loss, deterioration, theft, fire of the equipment, the conductor must notify Movie People s.p.a within 24 hours from the moment in which the event takes place by registered letter. The renter is responsible for the equipment up to the value indicated by the Movie People s.p.a or inventory, according to point (7). Movie People s.p.a can request the immediate compensation of the material and the payment of the relative fee at any time. If the tenant has carry out the obligations that precede the indemnity paid or due to Movie People s.p.a from insurance, the equipment will be paid or will be sold to the renter himself.
- 9** - Any failure or breakage of the material during the rental, it will be repaired by Movie People s.p.a or from the manufacturer of the equipment and debited to the tenant. The tenant undertakes not to modify, or to have it modified by third parties or not to repair, or to have the rented equipment repaired by third parties, unless otherwise agreed in writing by Movie People s.p.a.
- 10** - The tenant agrees, remaining responsible for the value of the equipment, the tenant must inform all third party creditors who act for fore closure or other executive or precautionary measure of the rented material, that the material is owned by Movie People s.p.a, communicating to it any actions taken by third parties.
- 11** - In the case of special equipment rental, the tenant must hire a Movie People s.p.a technician to be employed, with functions of consignee, stops any liability of the tenant himself, pursuant to Art. 2049 of the Italian Civil Code.
- 12** - The material provided for hire by Movie People s.p.a is prepared in accordance with current regulations and the renter who will provide for the installation and connections, also through third parties, must scrupulously observe the safety regulations for what concerns him, assuming all and full criminal responsibility, civil and fiscal. The tenant undertakes, with insurance policy or by responding personally, to refund damages to things or to people, employees or strangers, caused by accidents originating from the rented equipment or its use.
- 13** - No discount of fee or reduction of the duration of the rental will be allowed to the renter due to the forced immobilization of the equipment, both for reasons of stoppage of the film, both for production delay, and for any other cause.



**14** - For defects or breakdowns of the rented equipment, even coming from hidden defects, the renter can not expect the pure and simple replacement of the piece and, in case of impossibility to replace without delay, the exchange with equivalent material, without right no compensation for failure to use the rented property.

**15** - Movie People s.p.a assumes no responsibility for delayed deliveries (operating defects or total or partial claims occurring during shooting), or that cause the stop of shooting, being the rental rates independent of the value or the realization of the film produced with the help of the rented equipment. Movie People s.p.a excludes any warranty or liability for any direct or indirect damage suffered by the renter or third party, as a result of the inefficient operation of the rented equipment (damage to the equipment, missing or delayed shooting, etc.)

## **RESTITUTION**

**16** - The material must be returned in efficient conditions, in order and in perfect condition.

**17** - The material must be returned to the Movie People s.p.a headquarters.

**18** - The freight ends on the day of delivery.

**19** - Partial deliveries of parts of the same appliance are not accepted; the rental days will be calculated until full and complete return of the material.

**20** - In the event that the equipment is damaged again, the tenant must pay compensation equivalent to the rental price for the duration of the repair work.

**21** - The material must be returned during the opening hours of the warehouse.

**22** - Any delay in the return of the material is considered as an extension of the rental itself, except for compensation for major damage, pursuant to Art. 1591 of the Italian Civil Code.

**23** - Each item missing when the equipment returns will be replaced by Movie People s.p.a and charged to the customer, at the price of the new market in Italy.

**24** - If the return of the rented equipment takes place within 12 hours, it is considered to have ceased on the evening of the previous day.

## **PAYMENT**

**25** - Movie People s.p.a applies the prices indicated in its price list.

**26** - Payment, unless otherwise indicated, means cash.

**27** - Invoices are issued weekly; we do not accept claims on invoices after 5 days from their issue.

**28** - The exclusive court of jurisdiction is that of Milan.

**29** - In case of use, the tax charges are due to the tenant.

# GENERAL HIRE CONDITIONS

## GENERATOR TRUCKS / GENERATORS / VEHICLES / SPECIAL VEHICLES

**1** - Requests for vehicles or special vehicles to be hired must be received between 8:30 AM and 6:30 PM on weekdays, even by telephone, but in time for Movie People s.p.a to provide it. Movie People s.p.a reserves the right to send vehicles and special vehicles to other companies that will provide for these vehicles for direct invoicing in compliance with the contract conditions. Movie People s.p.a will be relieved of any responsibility arising from requests that, for technical reasons or for reasons of force majeure, can not be met, will also be relieved of any liability arising from damage or accidental damage that may occur to their vehicles or special vehicles. It will also be relieved of any responsibility for damage caused to third party assets and to third parties in general during filming and / or work. Movie People s.p.a is obliged only to replace the vehicle or the special damaged vehicle, as long as this occurs on national territory.

**2** - The schedules of our technicians or drivers will be calculated from the time of departure at the time of return to our headquarter. The vehicles and technical means however intend to be anyway to the Production from the moment they leave the Movie People s.p.a's garage. Regardless of the actual work program of the Production, the vehicles or special vehicles available will be counted at full fare for 6 days a week, and 50% for Sunday. All vehicles hired with Movie People s.p.a's drivers, employees on Sundays or mid-week holidays, will be charged, on the invoice, with a 100% surcharge on the price list. All ancillary costs deriving from the service, such as: motorway tolls, parking spaces, ferries, food and meal reimbursements, will be charged to the production.

**3** - All vehicles leased to hire with drivers against Production must be entrusted to staff deemed suitable by Movie People s.p.a and regularly registered at the "Collocamento Dello Spettacolo". Movie People s.p.a reserves the claim to refuse or interrupt the rental, exercising in this case the claim of withdrawal of the contract, a claim that is expressly recognized, if it does not consider the appropriate personnel assigned by the Production, and not replaced with other suitable personnel. The drivers are obliged to comply with all the laws and traffic regulations and to comply with the prescriptions and indications resulting from the Registration Certificate; any charges deriving from infringements committed due to Production requirements will be borne by the same.

**4** - All drivers must provide to draw up the daily report in order of the vehicle entrusted to them, report diligently completed in its entirety and signed, at the end of the service, daily by the employee in charge of production.

**5** - The rental vehicles will have insurance coverage to the legal limits for liability towards third parties, for damages deriving from road traffic. Any compensation in excess of the insurance coverage will be charged to the production. Likewise, in no case responsible for damages suffered by drivers or third parties transported. The Production will provide to prepare a suitable insurance policy to cover the risks of the assets and people traveling on the hired vehicles.

**6** - Failure to pay a week's rental will allow Movie People s.p.a to terminate the contract, refusing to rent the vehicles or special vehicles for a further period and with immediate obligation to return the same.

**7** - In the event of termination of the rental agreement and non-performance of the production or if the Movie People s.p.a exercises the claim of withdrawal, the Production will be obliged to immediately return the leased vehicles and technical equipment. In the absence of such redelivery, Movie People s.p.a shall have the claim to withdraw the hired vehicles directly and to deliver the assets possibly transported therewith, with express exemption from all liability and with charge for the production of the relative expenses. For the reasons set out above, the Production can not prevent the resumption of the full and exclusive possession of the assets of which, during the rental period, it was mere co-holder, without prejudice in any case, the group in favour of Movie People s.p.a.

**8** - In the hypothesis that the hired vehicles or special vehicles must be used abroad, a 10% surcharge will be applied to the list price. The weekly rental invoices will be filled in with the basic list prices plus 10% and will be paid according to the terms of this contract. Before the start of the vehicles, the Production must provide, in favour of Movie People s.p.a, an appropriate fund as an advance on the turnover, to cover the expenses that the Movie People s.p.a will have to face. The Production will also provide, during processing, to pay the necessary fuel for the generators; the mileage, any eventual surcharges, will be billed at the moment in which the Movie People s.p.a will be in possession of the daily reports. The Production is obliged to set up at its own expense an appropriate INSURANCE policy in favour of Movie People s.p.a for an amount equal to the value of the hired vehicle, to guarantee the return of the same in Italy at the end of the rental period. Movie People s.p.a is expressly authorized to withdraw from this contract if it does not consider the policy prepared by the Production to be suitable.

**9** - All the general conditions of rental form, with the price list and the conditions of the contract, a unique and inseparable context, and with the signing of the contract, approved specifically under Article 1341 C.C. 2nd subsection. Therefore, failure to fulfil even one of the aforementioned clauses and agreements will result in termination of the contract.

**10** -The competent court, for any controversy that may arise in relation to the rental contract, will be that of Milan.

