

Master Rental Agreement (Equipment)

QUIXOTE STUDIOS, LLC, a Delaware limited liability company, and **SUNSET STUDIOS PRODUCTION SERVICES, LLC**, a California limited liability company (on their own account and, as applicable, as agent for the "Affiliate Title Holders" defined below) (collectively, "**Lessor**") hereby agrees to rent specified "**Equipment**" (defined below) and provide certain services to the following "**Lessee**":

Company _____

Address _____

Phone _____

Fax _____

Email _____

Billing Contact _____

Billing Contact Phone _____

Billing Contact Email _____

Accounting Contact _____

Accounting Contact Phone _____

Accounting Contact Email _____

This "**Agreement**" shall commence as of _____, 2024 and, subject to earlier termination as set forth herein, shall continue for one (1) month, after which this Agreement shall continue on a month-to-month basis, terminable by either party on thirty (30) days written notice to the other ("**Term**"). In accordance with the terms of this Agreement with respect to Lessee's productions/project identified from time to time pursuant to a mutually executed Deal Memo in the form attached hereto as **Attachment 1 ("Deal Memo")**, Lessor agrees to provide certain vehicles, trailers, generators, lighting and grip, and other equipment rented hereunder (collectively, the "**Equipment**") and/or services to Lessee as set forth on one (or more) production order(s) (in the form attached hereto as Attachment 2, a "**Production Order**") which shall specify the Equipment and/or services to be provided to Lessee and all associated costs and deposits, additional insurance related coverages and values, pick up/delivery process and timing. In no event shall any Equipment be transported or utilized outside of the United States of America.

1. Equipment in Working Order. The Equipment shall be delivered to Lessee in accordance with current reasonable industry standards and in good working order as of the date that Lessee assumes the Care, Custody or Control of such Equipment. "**Care, Custody or Control**" of Equipment shall be deemed to commence when the Equipment is first either (i) removed (or caused to be removed) from Lessor's premises by Lessee, or (ii) delivered by Lessor to the location requested by Lessee, and shall end upon the date that the Equipment is returned by Lessee to Lessor's premises or (ii) that the Equipment is picked up by Lessor from the location that Lessor previously delivered such Equipment. Upon delivery of the Equipment, Lessee shall perform inspections of the Equipment as Lessee deems appropriate as well as may be required by applicable law, including, without limitation, Title 49 Code of Federal Regulations Section 396.11, and Lessee shall deliver written notice to Lessor of any defects in the Equipment ("**Defect Notice**") not later than twenty-four (24) hours after such delivery such Equipment by Lessor. Lessee's failure to timely deliver the Defect Notice shall be conclusive that Lessee found such Equipment to be in compliance with Lessee's specifications and in good working order (excluding any undiscoverable hazardous or latent defects that would not be discoverable upon a reasonable inspection). Lessor warrants and represents to Lessee that, to Lessor's current actual knowledge, the Equipment has been properly maintained in accordance with all applicable laws, ordinances and safety regulations and is suitable for its typical use, and to the extent Lessee has disclosed to Lessor in writing all of the intended uses of the Equipment, it is fit for its intended alternative purposes. Lessee acknowledges that the Equipment is rented without any other warranty or guarantee, except as required by law or otherwise agreed upon by the parties in this Agreement. If any Equipment should subsequently become inoperable or fail to function in the manner for which it was designed ("**Malfunctioning Equipment**"), Lessee shall promptly notify Lessor of the same in writing ("**Malfunction Notice**") and Lessee shall immediately cease the use of such Malfunctioning Equipment. Lessor shall then, at its option, either promptly replace said Equipment with operable Equipment of at least equal or similar quality and capability ("**Replacement Equipment**") or repair it. Provided the Equipment's failure to perform is not the result of the Lessee's or its employee's or agent's negligence or willful misconduct, there shall be no additional charge for the repair or replacement or repair of the Malfunctioning Equipment in excess of the initial specified charge(s)/rate(s) for the originally rented Equipment so replaced (which charge is separate and distinct from repair and/or replacement costs and which may be chargeable to Lessee). If Lessor is unable to replace or repair Malfunctioning Equipment within a timely manner in accord with Lessee's production needs, then Lessee shall have the option, in Lessee's sole discretion, to: (a) modify the Production Order and accept Equipment of lesser quality at a reduced rate for the remainder of the rental period (or until Replacement Equipment can be provided); (b) terminate the rental of the Malfunctioning Equipment, while continuing the rental of the other Equipment, and receive a reduced rental rate reflecting the loss of the Malfunctioning Equipment; or (c) terminate the Production Order in its entirety and return all Equipment rented thereunder. If the Production Order is so modified or terminated, then rental charges for the Malfunctioning Equipment shall cease on the date the Malfunction Notice is delivered to Lessor and Lessor shall refund to Lessee the pro-rated portion of any prepaid rental fee (i.e. rent previously paid by Lessee which is associated with the period after the date of Lessor receipt of the Malfunction Notice after accounting for any Equipment supplied by Lessor in lieu of the Malfunctioning Equipment, repair costs and other charges associated with the return of Equipment). If any rental charges are due to be paid to Lessor as of the date of Lessor's receipt of the Malfunction Notice indicating either (a) modification or termination the Production Order as to the Malfunctioning Equipment or (b) termination of the Production Order in its entirety, Lessee shall pay same to Lessor within ten (10) business days from the date of receipt by Lessor of such Malfunction Notice. Neither party shall, in any event, be liable to the other party (or any other person) for consequential, special or incidental damages as a result of Equipment failure or any other breach of this Agreement

(except for actual and verifiable "loss of use" damages Lessee may owe to Lessor). Notwithstanding the foregoing, Lessee acknowledges that mobile internet service cannot be guaranteed by Lessor and is not covered by the Malfunctioning Equipment policy above. No discounts or refunds shall be due to Lessee regarding internet service failure or deficiencies.

- 2. Drivers/No Passengers.** Lessee shall ensure that all Lessee's drivers or transporters of Equipment shall be duly licensed, trained and qualified to drive (and/or transport) the type so rented (and shall provide evidence thereof at Lessor's request). Each employee or contractor of Lessee who drives the Equipment shall be covered as an additional insured under all of Lessee's applicable insurance policies. Certain Equipment requires special training to transport and thus must be delivered by Lessor for which there may be an additional delivery expense to Lessee. Lessee shall ensure that no passengers travel onboard a vehicle unless expressly permitted by Department of Transportation regulations.
- 3. Affiliate Title Holders.** Lessor is the owner or is the leasing agent for the legal owner of the Equipment owned by Star Waggon, Inc., Star Waggon, LLC, L.E.D. Productions, LLC, NEW LED Productions, LLC, Studio Services, LLC, TranspoMan LLC, and RSD Studio Rentals (collectively, the "**Affiliate Title Holder(s)**"). Lessor represents and warrants to Lessee that (i) any Equipment owned by an Affiliate Title Holder may be rented by Lessor to Lessee hereunder; (ii) Lessor has the right to grant the rights and license herein granted; and (iii) no additional consent of any third party is required.
- 4. Compliance with Law and Regulations.** Both parties shall comply with the applicable laws of all states in which the Equipment is transported and/or used as well as all applicable federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing, Lessee shall at all times:
(i) display all required placards; (ii) obtain all required permits; (iii) keep all required logs and records; and (iv) comply with any and all applicable laws and regulations. Unless and due to the extent caused by the negligence or willful misconduct of Lessor, latent defects in the Equipment or breach of this Agreement, Lessee shall indemnify and hold Lessor harmless from and against any and all fines (including parking tickets and other infractions), levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Lessee's possession or use of the Equipment including, without limitation, the full replacement value of the Equipment and for Lessor's actual and verifiable loss of use thereof in the event of seizure or impound, including Lessor's reasonable, actual and verifiable costs and reasonable outside attorneys' fees.
- 5. Property Insurance.** Lessee shall, at Lessee's expense, maintain all risk perils property insurance ("**Property Insurance**") covering the Equipment including coverage for theft, and (ii) Lessor's actual and verifiable loss of use of the Equipment (which shall be deemed to be the daily rental charges for each day such Equipment is, or is deemed to be, unrentable by Lessor). Property Insurance shall be on a worldwide basis, shall name Lessor as the loss payee with respect to the Equipment (including actual and verifiable loss of use), and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment for full replacement value. The Property Insurance coverage shall be primary and non-contributory.
- 6. Workers Compensation Insurance.** Lessee shall, at Lessee's expense, maintain worker's compensation with statutory limits and employer's liability insurance during the Term with minimum limits of \$1,000,000 or as required by applicable law.
- 7. Liability Insurance.** Lessee shall, at Lessee's expense, maintain commercial general liability insurance ("**Liability Insurance**"), including coverage for standard contractual liability coverage. The Liability Insurance shall name Lessor as a named insured and shall be primary except for and to the extent caused by the negligence and/or willful misconduct of Lessor and non-contributory. Such insurance shall remain in effect during the Term of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, ongoing operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
- 8. Vehicle Insurance.** In the event the Equipment rented hereunder includes vehicles or trailers, Lessee shall, at Lessee's expense, maintain business motor vehicle and automotive liability insurance with respect thereto ("**Vehicle Insurance**"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering non-owned, hired and rented vehicles, including utility vehicles (such as trailers). The Vehicle Insurance shall include coverage for physical damage including "comprehensive" and "collision" coverage and actual and verifiable loss of use. Lessor shall be included as a named insured with respect to the liability coverage and as loss payee with respect to the physical damage coverage and for actual and verifiable loss of use coverage. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single-limit liability coverage and actual cash value for physical damage and shall provide that said insurance is primary and non-contributory.
- 9. Insurance Generally.** Lessee shall maintain all insurances required by this Agreement at all times during the Term. All required insurance policies hereunder shall be written by insurance companies licensed to do business in the state in which Lessee is located and in which the Equipment is registered and with a current Best's rating of not less than A-VII. All insurance required to be maintained by Lessee shall contain a waiver of subrogation with respect of any liability imposed by this Agreement on Lessee as against Lessor (and all Affiliate Title Holders). Lessee shall indemnify Lessor and hold Lessor harmless from and shall bear the expense of any applicable deductible amounts. In the event of a loss for which Lessee is responsible hereunder, Lessee shall promptly pay the amount of the deductible amount (or the applicable portion thereof) to Lessor or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Lessee under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations or may exceed the limits of such coverage shall not affect Lessee's liability for any loss for which Lessee is responsible hereunder. Should Lessee fail to procure or pay the cost of maintaining the insurance specified

herein or fail to provide Lessor with satisfactory evidence of such insurance, Lessor may, but shall not be obliged to, after providing Lessee two (2) days prior written notice, procure the insurance and Lessee shall reimburse Lessor on demand for any and all actual and verifiable costs associated thereby (except due to the negligence and/or willful misconduct of Lessor). Lessee shall provide Lessor with written notice prior to the effective date of any cancellation, reduction or material change in coverage to any insurance maintained by Lessee pursuant to this Agreement. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic Default of this Agreement. Before taking possession of the Equipment, Lessee shall provide to Lessor certificates of insurance confirming all required coverages which shall name Lessor (and all Affiliate Title Holders as applicable) as additional insureds. All certificates of insurance shall be current and signed by an authorized agent or representative of the insurance provider.

- 10. Indemnity.** Lessee agrees to defend, indemnify, and hold harmless Lessor, its affiliates, and all of their respective owners, parent companies, subsidiaries, agents, employees, officers, directors, successors, and assignees ("**Released Parties**") from and against any and all actual and verifiable third-party claims, actions, causes of action, demands, rights, actual and verifiable damages and costs, losses (including actual and verifiable "loss of use"), liabilities, actual and verifiable expenses, and reasonable outside attorneys' fees ("**Claims**"), in any way arising directly from, or in connection with the Equipment, including, without limitation, as a result of the use, maintenance, or possession of the Equipment by the Lessee, except as the result of, and to the extent caused by Lessor's negligence or willful misconduct, latent defect of the Equipment or breach of this Agreement, while the Equipment is in Lessee's Care, Custody or Control, and (b) any illness, personal injury, death, liability, loss or other actual and verifiable cost incurred by any person in any way directly arising from or in connection with this Agreement or Lessee's access to, or use, maintenance, or possession of, the Equipment. Lessor shall indemnify and hold harmless Lessee and its affiliates, officers, agents and employees with respect to Claims which may be obtained against, imposed upon, or suffered by Lessee as a result of and to the extent caused by Lessor's negligence and/or willful misconduct, latent defects in the Equipment, or by reason of any breach by Lessor of any agreements, representations, and warranties made by Lessor hereunder.
- 11. Loss of Equipment/Lessor's Liability.** Once the Equipment is in the Care, Custody, or Control of Lessee, Lessee shall be responsible to Lessor for the actual and verifiable loss of use of the Equipment along with the lesser of (a) the actual replacement cost of the Equipment, and (b) the reasonable, actual and verifiable repair cost (provided the Equipment can be restored to its pre-loss condition). Should Lessee believe a theft of Equipment has occurred, Lessee shall promptly notify Lessor of the same and Lessee shall file a police report with respect thereto (and provide a copy of the same to Lessor). Accrued but unpaid rental charges shall not be credited against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which Lessor is deemed solely responsible, Lessor's liability will be limited to the amount of pre-paid rent charged to (and paid by) Lessee after the date of loss with respect to the lost, stolen or damaged Equipment. Lessor shall not, in any event, be liable to Lessee (or any other person) for any consequential, special, indirect, punitive or incidental damages of any type or character, including loss of revenue or costs of purchased or replaced Equipment.
- 12. Loss of or Damage to Equipment.** Lessee shall not operate the Equipment in a reckless, abusive or careless manner, including improper loading or excessive loading or other operation or use which may or does cause actual and verifiable damage or extraordinary wear and tear to the Equipment. Lessee is responsible for any and all loss, actual and verifiable damage (reasonable wear and tear excepted) or destruction of the Equipment while such Equipment is in Lessee's Care, Custody or Control. While the Equipment is in Lessee's Care, Custody or Control, Lessee assumes all risk of loss and responsibility for any damage to the Equipment including but not limited to all risks and losses while in transit (unless delivered by or on behalf of Lessor), while loading or unloading on location, while in storage (excluding storage at Lessor's premises) and while on Lessee's premises. Lessee shall not be responsible for damage to or loss of the Equipment to the extent caused by Lessor's negligence or willful misconduct, latent defects of the Equipment or breach of this Agreement. Lessee shall promptly notify Lessor as to the location of Equipment upon Lessor's written request. All vehicles are "non-smoking/non-vaping" vehicles and Lessee acknowledges that the smoke and/or odor caused by smoking/vaping in or around a vehicle may require specialized cleaning. Should Lessor determine that a vehicle has incurred such smoking/vaping damage, Lessee shall pay Lessor a \$500 cleaning fee per vehicle so damaged. Further, Should Lessee return a vehicle or trailer containing any waste or trash, Lessee shall pay a minimum fee of \$250 for such waste and/or trash removal per vehicle or trailer. In the event a vehicle or trailer is reasonably determined by Lessor to have been returned in an excessively dirty condition, then Lessee shall pay to Lessor a minimum additional cleaning fee of \$250.
- 13. Bailment.** This Agreement constitutes an agreement of bailment of the Equipment and is not a sale to Lessee nor the creation of a security interest for Lessee's benefit. Lessee will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. Lessor will at all times be the owner (or deemed to acting on behalf of the owner) of the Equipment.
- 14. Condition of Equipment.** Lessee assumes all obligation and liability with respect to the possession of the Equipment, and for its use, condition and storage when the Equipment is in Lessee's Care, Custody, or Control except if, and to the extent caused by the negligence or willful misconduct, latent defects of the Equipment or breach of this Agreement of Lessor. Lessee will, at Lessee's own expense, maintain the Equipment in the same condition appearance as when received, excluding reasonable wear and tear. While the Equipment is in Lessee's Care, Custody or Control, Lessee shall ensure that all Equipment be serviced every 3,000 miles (which shall include regular oil changes) and generators be serviced every 200 hours of use. Lessee shall cause all such services to be performed by qualified professionals. Lessee shall provide Lessor evidence of the performance of such services (which may be by detailed proof of payment). Equipment rental charges hereunder will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which Lessee is liable to pay for or perform. Except and to the extent caused by the negligence or willful misconduct of Lessor, latent defects in the Equipment or breach

of this Agreement, Lessor will not be liable for or have any obligation to provide service, maintenance, repairs, or parts for the Equipment, except as set forth herein or otherwise agreed to by the parties. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be deemed to be owned by Lessor. In the event that service or repair costs incurred by Lessee are later determined to be chargeable to Lessor, such actual and verifiable costs incurred by the Lessee will be reimbursed by Lessor based on the lesser of Lessor's current repair rates and the actual amount paid by Lessee. Lessee shall not make repairs to any Equipment without Lessor's prior written consent (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, should Lessor conclude that the need for such repairs constitutes an emergency, Lessee may, with prior authorization from Lessor, cause such repair to be made by a qualified third party. If applicable, Lessee shall be responsible for performing any necessary and applicable systematic maintenance and periodic safety inspections on the Equipment as required pursuant to all applicable laws (including as required under Title 13 of the California Code of Regulations Section 1232, Title 49 of the Code of Federal Regulations Section 396.3), With respect to California, Lessor shall perform a BIT with respect to each vehicle rented by Lessee. The Lessor-performed BIT will suffice for the initial thirty (30) days after the delivery of such vehicle to Lessee. Lessee shall be responsible (at Lessee's cost) to perform the BIT as required from time to time by the State of California after such initial thirty (30) day period. Lessee shall provide Lessor with appropriate and timely evidence of Lessee's performance of the BIT and any other state or federal required inspections or testing. Lessee will permit Lessor and its authorized agents at any reasonable time(s) to inspect and examine the Equipment, provided that such inspections by Lessor and its authorized agents do not unreasonably interfere with Lessee's use of the Equipment. If Lessee rents a diesel vehicle with a diesel particulate filter, the 'regen' warning light or 'engine' light may blink to indicate that a 'regen' is required. The driver of the vehicle will ensure that the 'regen' process is completed timely. Failure to do so will result in the vehicle going into a 'limp mode' or may cause the vehicle to cease working, either of which will then require a field service call to be made by Lessor in order to return the vehicle to operational mode. This field service call fee will be \$400 if the vehicle is located within 30 miles from Lessor's premises. Field service calls for vehicles located in excess of 30 miles from Lessor's premises will incur additional charges to Lessee.

- 15. Security Deposit.** Lessee shall provide a credit card authorization or valid Production Order in order to rent the Equipment. In addition, Lessor may require that Lessee provide a security deposit equal to Lessee's insurance deductible (per piece of Equipment rented).
- 16. Expenses.** Lessee will be responsible to pay all expenses, including but not limited to fuel, lubricants, cleaning and disinfection for health and safety purposes and all other charges in connection with the operation of the Equipment.
- 17. Accident Reports.** Once the Equipment is in Lessee's Care, Custody or Control, if the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any other property is damaged as a result of Lessee's use, maintenance, or possession of the Equipment, Lessee will promptly notify Lessor of the occurrence, and will file all necessary accident reports, including those required by law and those required by the applicable insurers. Lessee and its employees and agents will cooperate fully with Lessor and all insurers providing insurance under this Agreement in the investigation and defense of any claims. Lessee shall promptly deliver to Lessor any documents served or delivered to Lessee or its employees or agents in connection with any claim or proceeding at law or in equity threatened or commenced against Lessee and/or Lessor. In addition, Lessee shall pay (or reimburse, as the case may be) Lessor for any traffic violations incurred while the corresponding Equipment is under Lessee's Care, Custody or Control.
- 18. Default.** If Lessee fails to timely pay any fee (or portion or installment thereof) payable hereunder or Lessee otherwise breaches any provision of this Agreement, Lessor shall provide Lessee written notice thereof and forty-eight (48) hours to cure such breach and Lessee's failure to pay or cure such breach within such period shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity (as limited by Section 19 below), Lessor shall have the right, at Lessor's option, to terminate this Agreement and cease performance hereunder and reacquire the Equipment from Lessee's possession. Lessee further agrees that the continuation of Lessor's performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Lessor's later assertion of its right to cease such performance at any time so long as such Default has not been timely cured. Should Lessee fail to pay any portion of the fees or charges payable by Lessee, including but not limited to costs associated with rental, loss, damage, insurance deductibles, theft and loss of use, Lessee shall pay Lessor for any actual and verifiable costs associated with the collection of monies owed to Lessor, including, but not by way of limitation, collection fees, reasonable outside attorneys' fees, court fees and or any fees paid to a licensed collection agency.
- 19. Waiver of Injunctive Relief.** In the event of a breach of this Agreement by Lessee, Lessor shall not be entitled to enjoin (i) the production associated with this Agreement, (ii) the distribution, exhibition, promotion, or advertisement of such production, or (iii) the exploitation of such production.
- 20. Additional Equipment.** Lessee may rent additional Equipment or request services from time to time pursuant to an approved Production Order or pursuant to Lessor's standard 'check out' process describing the additional Equipment, the rental rate(s), security deposits, the fuel charge method, and the full replacement value of the additional Equipment.
- 21. Carrier Identification and Operating Authority.** In the event Lessee shall operate or be in possession of the Equipment in excess of thirty (30) days or crosses a state border, Lessee shall mark the Equipment with the operating carrier's valid USDOT (as defined in title 49, code of federal regulations, part 390.21 & 390.19) or other state-specific requirements, as required. In addition, no Equipment shall leave the country without Lessor's express written prior approval. Lessee shall remove such added markings when the Equipment is returned to Lessor's premises and Lessee shall be responsible for the repair of any damage associated with the removal of the markings.
- 22. Cancellation Fee.** Should Lessee cancel any Equipment order less than forty-eight (48) hours prior to the previously scheduled delivery/pick up date, Lessee shall pay Lessor a cancellation fee for each Equipment item so cancelled equal to Fifty percent (50%) of the scheduled rental term but not to exceed the equivalent of one weeks' rental price per piece of Equipment cancelled.
- 23. Fuel, Fuel Fees and Surcharges.** Gas-powered vehicles shall be deemed rented to Lessee with a full tank of fuel and Lessee shall be required to return all gas-powered vehicles with a full tank of fuel. Lessee is responsible for the cost of all fuel for the Equipment and, in the event Lessee shall fail to return the gas-powered vehicle with a full tank, Lessee shall pay

Lessor \$9.00 per gallon required to fill said tank (unless the applicable Production Order specifies a higher rate in which case Lessee shall pay at the higher rate).

- 24. Return of Equipment and After-Hours Fees.** Lessee shall return all Equipment, together with any accessories provided by Lessor, free from damage and otherwise in the same condition and appearance as the date that Lessee assumed the Care, Custody or Control of the same, reasonable wear and tear excepted. All Equipment must be checked in by Lessee at Lessor's premises by one of Lessor's representatives pursuant to Lessor's standard process for 'check in'. With Lessor's pre-approval and subject to Lessee's payment of Lessor's designated 'after hours' fee Lessee may return Equipment outside Lessor's normal business hours and all keys must be deposited in the after-hours drop box. Notwithstanding such 'after hours' return, Lessee shall be responsible for all such Equipment until checked in during normal business hours during the following business days by Lessor's representative. Lessor shall use its good faith efforts to complete Lessor's 'check-in' process forty-eight (48) hours following Lessee's return of the Equipment. For the purposes of this Section, 'after hours' shall be defined as those periods outside Lessor's business hours for the specified return location.
- 25. Protection of Others.** Lessee will take reasonable precautions with regard to the use of the Equipment to protect all persons and property from injury or damage, including complying with all applicable health and safety protocols set forth by applicable public health agencies with respect to COVID-19. The Equipment shall be used only by Lessee's employees or agents Lessee deems qualified and authorized to use the Equipment.
- 26. Pick Up Fee/Stand by Time Fee/Rush Fee.** If Lessee requests that Lessor pick up Equipment for return to Lessor's premises, Lessee will be charged an additional 'pick up fee' for such service as reasonably determined by Lessor. If a piece of Equipment is not ready and available for pick up within thirty (30) minutes after the scheduled pick-up time, Lessee shall pay Lessor's stand-by time fee charged of \$75.00 per hour per employee (without proration for partial hours).
- 27. Mileage.** The rental fee for a vehicle includes mileage of 100 miles per day (up to 500 miles per week). Any overage will be charged to Lessee at \$.65 per mile. Lessee shall keep Equipment idling to a minimum to avoid additional fuel charges and wear and tear on such Equipment.
- 28. Overnight Parking on Lessor's Premises.** In the event Lessee parks Equipment on Lessor's premises overnight, Lessee shall be charged an overnight parking fee per night pursuant to Lessor's local parking rates. Any Equipment that is improperly parked, blocking other vehicles, obstructing fire lanes or other emergency access areas, parked in rest areas, parked in areas restricted by gates or chains, parked so as to block dumpsters, or otherwise in violation of Lessor's parking rules and regulations, is subject to immediate towing, without notice, at Lessee's sole expense.
- 29. Assignment.** Lessor shall have the sole and absolute right to assign any of its rights and obligations under this Agreement (or the Agreement in its entirety) at any time with written notice to Lessee but without obtaining Lessee's prior consent (provided, however, such assignment by Lessor shall not relieve Lessor of its obligations hereunder). To the extent this Agreement confers rights upon Lessor, those rights shall also extend to such assignee, and all of Lessee's obligations shall extend to both Lessor and any such assignee. Lessee shall not assign, transfer or otherwise convey to any third party any rights or obligations hereunder except with Lessor's prior written consent. Lessee may assign and transfer any or all of Licensee's rights in its specific project or production to any other person or entity without restriction; however, in such event Lessee shall remain liable for Lessee's obligations hereunder. Lessee shall have no right to encumber or otherwise cause any lien or encumbrance to be placed upon the Equipment, or to abandon or conceal the Equipment from Lessor.
- 30. Payment.** Unless otherwise agreed to by the parties in writing, payment is due within thirty (30) days of Lessee's receipt of Lessor's invoice. Should Lessee be reasonably determined by Lessor to be a payment risk (e.g., repeated late payments, returned checks, or unreasonable invoice challenges), Lessor may revoke Lessee's 'net 30' status and require full payment in advance or increased security deposits. Should Lessee fail to timely make any of the payments required hereunder, Lessee shall pay all collection costs incurred by Lessor (including reasonable attorneys' fees) together with interest on all amounts past due at the rate of one and one-half percent (1.5%) per month or at the maximum legal rate allowed for by applicable state law, whichever is higher. All rent and other sums, costs, expenses, charges, and payments which Lessee, pursuant to any provision of this Agreement or Production Order, assumes or agrees to pay, shall be paid as provided herein or the applicable Production Order, without notice or demand, and without abatement, deduction, counterclaim, or setoff.
- 31. Acknowledgement and Release.** By executing this Agreement, (a) each party acknowledges that (i) COVID-19 (and its variants) is extremely contagious and there is an inherent risk of exposure to, and transmission of, COVID-19 in any place where people are or have been present; (ii) no precautions can eliminate the risk of exposure to COVID-19; (iii) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (iv) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition and (b) each party voluntarily assumes any and all Covid-19 related risks in any way related to this Agreement or the rental of the Equipment, which may include an increased risk of exposure to COVID-19, and personal injury, disability, other short-term or long-term health effects and/or death arising from Covid-19 (collectively, the "**Covid Matters**"). Each party, on behalf of itself and each of its heirs, assigns, executors, administrators, next of kin, affiliates, officers, employees, owners, agents and successors, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue) the other party from any and all Claims arising out of or connected to the COVID Matters. Notwithstanding the foregoing, Lessor shall make commercially reasonable efforts, to the

extent allowable by law or regulation, to comply with Lessee's reasonable COVID-related measures and precautions for 'on-location' services, at Lessee's sole cost and expense.

- 32. Tax Incentives.** Should Lessee elect to produce its production in one (or more) states that provide tax incentives for film production (each, a "**Tax Incentive State**"), then, upon Lessee's reasonable request, Lessor shall reasonably cooperate to execute such paperwork as the Tax Incentive State requires and perform such acts as Lessee may reasonably request (all at no cost or expense to Lessor) to facilitate Lessee's pursuit of the maximum amount of tax incentive allowance associated with such film production that arise specifically from production-based incentives and not incentives of a general business nature in such Tax Incentive State. In the event that Lessor's cooperation results in out-of-pocket costs for Lessor, Lessee shall promptly reimburse Lessor upon written request for such costs.
- 33. Equipment as Props.** Lessee may incorporate the Equipment as props in its production and may use, photograph, film, or otherwise make recordings (collectively, "**Recordings**") in connection with the use of the Equipment in any manner and in any connection with the Production, in all media, whether now known or hereinafter devised, in perpetuity throughout the universe, and in advertising, marketing, publicity, exhibition, distribution, flashbacks, recaps, any 'behind-the-scenes', 'bloopers' or similar footage, any merchandising or commercial tie-ins, any programming services or promotion of the television services which telecast Lessee's productions, and/or any other exploitation thereof. All rights of every kind and nature in the Recordings shall be and remain the sole and exclusive property of the Lessee. Neither Lessor nor any other party having an interest in the Equipment shall have any claim or action against Lessee or any other party arising out of any use of the Recordings. The rights granted herein with respect to Recordings are subject to and conditioned upon Lessee's covenant and representation that Lessee shall not portray Lessor or the Equipment in a disparaging or insulting way giving rise to an actionable defamation claim by Lessor in any version of the production viewed by the public. Lessor shall not, in any event, be entitled to any production screen credit hereunder. Lessee is not obligated actually to use the Equipment or to include any of said Recordings taken using the Equipment in the Production or any of Lessee's other productions.
- 34. Entire Agreement and Supplemental Agreements.** This Agreement, any attached exhibits, any Deal Memos, any Production Orders and any of Lessor's standard 'check in' or 'check out' related documentation, all of which are incorporated by reference and made an integral part of this Agreement, constitute the entire agreement between the parties. No oral agreements, representations, or warranties will be binding on any of the parties. Lessee acknowledges that, depending on the Equipment to be rented by Lessee, Lessee shall be required to execute as a condition of such rental certain supplemental agreements (e.g... the Vehicle Rental Agreement).
- 35. Applicable Law.** This Agreement is deemed to be executed, and delivered in Los Angeles, California and governed by the laws of the state of California.
- 36. Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration in Los Angeles, California under the auspices of the Judicial Arbitration and Mediation Service ("**JAMS**"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final, and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable outside attorneys' fees and actual and verifiable costs in addition to any other relief granted.
- 37. Severability.** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
- 38. Counterparts/Signatures.** The parties agree that electronic signatures, including those delivered by PDF, shall have the same effect as originals, and the parties to this Agreement waive any and all rights to object to the enforceability of this Agreement based on the form or delivery of signatures. This Agreement may be executed in counterparts, manually or electronically, each of which shall be deemed an original part and all of which together shall constitute a single agreement.
- 39. Confidentiality.** Lessor agrees to keep and retain in the strictest confidence, except as required by law or with the prior written consent of Lessee, all information and materials disclosed to or obtained by Lessor relating to Lessee, its licensees, successors and assigns and/or Lessee's audiovisual productions.
- 40. Signing Authority.** Each party executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon each such entity in accordance with its terms. Further, Lessee authorizes the following persons to execute Deal Memos and/or Production Orders as an "Authorized Representative" on behalf of Lessee: (a) _____, (b) _____, and (c) _____.

Lessee agrees to the terms and conditions of this Agreement.

Lessee (or its Authorized Representative)

Lessor's Authorized Representative

Signature

Date

Name: _____

Signature

Date

Name: _____

All Orders to be Paid by:

Purchase Order

Credit Card (approved and on file with _____)

Cash on Delivery

Studio Affiliation: _____