



COP PROPS RENTALS OF NY

PROP AND COSTUME RENTAL AGREEMENT GENERAL PROP RENTAL TERMS & CONDITIONS

Proper permits must be obtained by the Renter prior to pick up or delivery of Props and Costumes when necessary (filming in public locations or exterior locations) and notification must be made to the proper law enforcement entities regarding the use of said Props and Costumes. Failure to do so may constitute a Felony or Misdemeanor Criminal Offense in some municipalities.

If filming within the confines of New York City, please contact the New York City Police Department Movie and Television Unit for guidance and restrictions regarding Costumes and Props prior to rental.

Props, Replica Firearms and Costume Items (henceforth all items are referred to as "PROPS") will not be publicly displayed when production is not active by any member of the Renter's company and when possible, Costumes will be concealed or covered during transit to and from set in accordance with local and state laws. **CPRNY assumes no personal, civil, financial or criminal liability for the misuse of, improper activities or illegal actions conducted by any parties in possession of the props or costumes during the rental period. The Renter will assume all liability for these items upon delivery.**

Screen Credits:

For Uniform Costumes and Police Props: please credit or give special thanks to: *Cop Prop Rentals of NY*

For Technical Services or Production Assistance: please credit or give special thanks to *Joseph Fisher of Cop Prop Rentals of NY*

IMDB: please credit *Joseph Fisher (VI)*

Production Rental Discounts:

We offer several different production rental discounts to our customers, but they are not automatic. They must be requested by the Renter and approved at the time the order is placed by CPRNY management.

Additional discounts are available for Veteran Owned and/or Operated businesses, Charities, Public Service Agencies and frequent customers with accounts in good standing.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in Orange County, New York.

Rental Payment

All rentals and purchases must be paid for before Lessee's ("You" or "Your") order may leave the building.

All subsequent week rentals beyond the original rental period must be paid for no later than the time of return, along with any loss/damage charges that may be due.

Deposit Requirement

A security deposit will be required in an amount equal to Your insurance deductible or the replacement value of the props being rented, whichever is less. Deposits will be refunded only once all props have been returned, and all loss/damage and open invoices have been paid.

For rentals up to two weeks: Deposit checks for up to two weeks rentals will be held in our accounting office until all props are returned and any loss/damage charges have been paid. If the rented props stay out beyond the original two-week rental period, the check will be deposited, and You will be sent a refund check once Your check has been cleared by the bank.

Accepted Payment & Cancellation Policy

CPRNY accepts, E-Payments via PayPal, Zelle and Venmo, business checks, credit cards (American Express, MasterCard, Visa, Discover Card), cashier's checks and money orders.

Please note that credit card payments will be subject to a 5% transaction fee.

Personal checks will not be accepted. Returned checks are subject to a \$25.00 service fee.

A minimum of (24) twenty-four hours advance written notice to: copporentalsny@gmail.com is required to cancel an order. Orders cancelled with less than (24) twenty-four hours' notice will be billed 25% of the full amount. Your rental is subject to the terms and conditions set forth in the CPRNY Agreement Standard Terms & Conditions attached hereto (the "T&Cs"). The T&Cs are incorporated to this Agreement as if fully set forth herein, and by signing below You agree to be bound by the T&Cs.

PROP LEASE/RENTAL AGREEMENT STANDARD TERMS & CONDITIONS

Please Read and Review All Conditions Carefully Prior To Signing and Returning.
You Are Liable For Our Props From The Time They Leave Our Place of Business Until They Are Returned To Us

THESE STANDARD TERMS & CONDITIONS (“T&Cs”) are incorporated and form a part of Your ACCOUNT AGREEMENT (the “Agreement”) and is entered into by the above signatory as lessee (“You” or “Your”), and Cop Prop Rentals of NY as lessor (“Us” or “We”) or “Our”), effective as of the date signed by You. Your use of Our services (the Services”) and any props, costume items and accessories rented or leased from Us (the “Props”) is subject to this Agreement. If You do not want to be bound by the terms of the Agreement, You may not use our Services or Props.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Indemnity.** You agree to defend, indemnify, and hold Us, and Our affiliates and their respective owners, parents, partners, shareholders, members, officers, directors, managers, subsidiaries, affiliates, employees, representatives and agents harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including costs and reasonable outside attorneys’ fees (“Claims”), in any way arising from, or in connection with, or resulting from the props rented/leased pursuant to this Agreement, including, without limitation, (a) as a result of their use, exploitation, loss, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our gross negligence or willful act, from the time the Props leave our place of business when You rent/lease them until the Props are returned to Us, (b) as a result of a breach or Default under this Agreement by You, or (c) the negligence or willful misconduct of You or Your employees or agents. The indemnities described in this section will continue in full force and effect notwithstanding the expiration or termination of this Agreement and are expressly made for the benefit of and will be enforceable by the indemnified parties.

2. **Loss of or Damage to Property.** You are responsible for loss, damage (ordinary wear and tear excepted) or destruction of the Props, including, but not limited to, losses while in transit, while loading and unloading, while at any and all locations, while in storage or while on Your premises, except that You are not responsible for damage to or loss of the Props caused by our gross negligence or willful misconduct. You are also responsible for loss of use and You shall fully compensate Us for the loss of use of the Props during the time they are being repaired or replaced, as applicable, as the rental rates provided/noted on the rental invoice.

3. **Protection of Others.** You will take all reasonable precautions in regard to the use of the Props to protect all persons and property from injury or damage. The Props shall be used only by employees or agents qualified, and possessing the necessary experience, to use the Props.

4. **Disclaimer of Warranties.** You hereby acknowledge that the Props are rented “as is” and “with all faults.” We make no warranty, and specifically disclaim any express or implied warranty whatsoever, with respect to the Props regarding title, condition, design, operation, merchantability, freedom from claims of infringement or the like, fitness for use for a particular purpose, quality of materials or workmanship, or absence of discoverable or non-discoverable defects. You shall examine and inspect any Props rented hereunder to determine that the Props are safe and in good working order. Such examination and inspection shall occur at the time of delivery or as soon as reasonable after delivery of the Props and in any event before the first use of the Props. Your use of any Props shall constitute an acknowledgement by You that such Props are in good working order and safe, and You assume all risk of liability resulting from any malfunctioning, damaged or otherwise unsafe Props. In the event that You cause any modification of any Props in any manner whatsoever, You shall be responsible for all liability which may arise in connection with the modification of such Props. You shall not modify any Props without Our prior written consent, and You shall restore any modified Props to their original condition prior to the return of such Props to Us. You shall be responsible for the cost, as determined by Us, to repair or replace any modified Props to their original condition. We shall have no obligation whatsoever to improve the Props to prepare the same for use by You.

5. **Property Insurance.** You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance (“Property Insurance”) covering the Props from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force; (ii) theft by fraudulent scheme and/or “voluntary parting”; and (iii) loss of use of the Props, from the time the Props are picked up by You or a shipper at our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Props are returned to and accepted by Us, including, without limitation, during the process of loading and unloading. The Property Insurance shall be on a worldwide basis, shall name Us and such other parties as We may specify as an additional insured and as the loss payee with respect to the Props and shall cover all risks of loss of, or damage or destruction to the Props. The Property Insurance coverage shall be sufficient to cover the Props at their replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary coverage over our insurance.

6. **Workers Compensation Insurance.** You shall, at Your own expense, maintain worker’s compensation/employer’s liability insurance during the course of the Prop rental with minimum limits of \$1,000,000.

7. **Liability Insurance.** You shall, at Your own expense, maintain commercial general liability insurance (“Liability Insurance”), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us and such other parties as may be specified by Us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

8. **Vehicle Insurance.** You shall, at Your own expense, maintain business motor vehicle liability insurance (“Vehicle Insurance”), including coverage for loading and unloading Props and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include “comprehensive” and “collision” coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under our insurance.

9. **Insurance Generally.** The name of the insured entity on all certificates of insurance pursuant to the foregoing provision must be the same entity name listed on the ‘Client/Lessee’ portion of this Agreement. All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us. You shall hold Us harmless from and shall bear the expense of any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained by You under this Agreement. In the event of loss, You shall promptly pay the amount of the deductible or self-insured retention or the applicable portion thereof to Us 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 You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations, shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us upon demand for Our costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic Default of this agreement. The grant by You of a

sublease of the Props rented/leased shall not affect Your obligation to procure insurance on our behalf, or otherwise affect Your obligations under this Agreement (provided that the foregoing shall not be deemed to amend or modify the terms of this Agreement relating to subleasing, including, without limitation, the obligation to obtain Our consent thereto as set forth herein). In addition, You shall also obtain and maintain other insurance reasonably required by Us.

10. Cancellation of Insurance. You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation to any insurance maintained by You pursuant to the foregoing provisions, in accordance with the policy provisions.

11. Certificates of Insurance. Before obtaining possession of the Props, You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier. We shall have no obligation to deliver possession of any Props to You unless and until such certificates have been delivered to Us.

12. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Props (if the Props can, in our sole judgment, be restored, by repair, to their pre-loss condition) whichever is less, reasonable wear and tear excepted. If there is a reason to believe a theft has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement or any Rental Sheet entered into pursuant to this Agreement. Any such Rental Sheet is incorporated by reference into this Agreement as if fully set forth herein. If there is a dispute between this Agreement and the Rental Sheet, the terms of the Rental Sheet shall control. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Props. In the event of loss for which We are responsible, our liability will be limited to the contract price and WE WILL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT, BUSINESS OR GOODWILL).

13. Subrogation. You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Props.

14. Lease/Rental. This agreement constitutes a lease/rental of the Props and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Props, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Props.

15. Condition of Props. You have tested the Props in accordance with reasonable industry standards and found them to be in working order immediately prior to the inception of this Agreement. You assume all obligation and liability with respect to the possession of Props, and for their use, condition and storage during the term of this Agreement except as otherwise set forth herein. The rent on any of the Props will not be prorated or abated while the Props are being serviced or repaired for any reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Props, except as otherwise specially agreed in Our sole discretion or as may be within the course and scope of a separate agreement executed by Us and You. In no event shall this Agreement be constructed as one of agency, partnership, joint venture or employment between Us and You .

16. Maintenance. You shall (a) use, operate, maintain, transport and store the Props in a careful and proper manner consistent with customary industry practice; (b) protect the Props from deterioration; (c) use the Props only for their intended use; and (d) maintain accurate and complete records of all repairs and maintenance of Props and provide Us, upon request, with a copy of such records.

17. Identity. We will have the right to place and maintain on the exterior or interior of each Prop covered by this Agreement the following inscription: Property of CPRNY. You will not remove, obscure, or deface the inscription or permit any other person to do so.

18. Clearances. You shall be solely responsible for obtaining any licenses or clearances necessary to display trademarks or other protected intellectual property in connection with the Props. You agree to defend, indemnify and hold Us harmless from any and all Claims arising out of Your failure to comply with the foregoing, including, without limitation, any and all assertions that any Props or the use thereof allegedly or actually (a) infringe, violate, trespass, contravene, or breach any patent, copyright, trademark, license or other property or proprietary right, (b) constitute the unauthorized use or misappropriation of any trade secret, or (c) infringe, misappropriate, breach, or violate any intellectual property right, moral right, right of privacy, common law right, contractual right, or any other right of any person or entity.

19. Accident Reports. If any of the Props are damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of the Props' use, maintenance, storage or possession, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, Your employees, and agents will cooperate fully with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to Us any documents served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us (or any of the parties which You have agreed to indemnify pursuant to this Agreement), or both of Us.

20. Default. We may, by written notice to You, declare You in default on the occurrence of any of the following (each, a "Default"):

- (a) failure by You to make payments or perform any of Your obligations under this Agreement when and as required hereunder;
- (b) institution by or against You of any proceedings in bankruptcy or insolvency, or reorganization under any law, or the appointment of a receiver or trustee for Your goods and chattels or any assignment by You for the benefit of creditors;
- (c) expiration or cancellation of any insurance policy to be paid for by You as provided for under the terms of this Agreement;
- (d) involuntary transfer of Your interest in this Agreement by operation of law; or
- (e) destruction or removal of the Props from the state in which the Props were leased, unless You had specific written permission from Us to transport the Props to a specific state. After Your default, and upon notice from Us that You are in default, We will have the following options:
 - (i) to terminate the Agreement and Your rights under the Agreement; (ii) to declare the balance of all unpaid rent or fees and all other charges of any kind required of You under the Agreement to be payable immediately, in which event We will be entitled to the balance due together with interest at the rate of ten percent (10%) per annum, from the date of notification of default to the date of payment; or (iii) to repossess the Props without legal process free of all of Your rights to the Props. You authorize Us or Our agents to enter on any premises where the Props are located and repossess and remove same. You specifically waive any right of action You might otherwise have arising out of the entry and repossession, and release Us of any claim for trespass or damage caused by reason of the entry, repossession, or removal and removal of any discounts provided to You by Us. After Default, You will reimburse Us for all reasonable expenses of repossession and enforcement of Our rights and remedies, together with interest at the rate of ten percent (10%) per annum from the date of Default. Notwithstanding any other provisions of this Agreement, if We place all or any part of Our claims against You in the hands of an attorney for collection, the prevailing party will pay, in addition to other sums that may be awarded, the non-prevailing party's reasonable attorneys' fees and costs. You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of Our right to cease such performance at any time so long as such Default has not been cured. Our remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

21. Return. Upon the expiration date of this Agreement with respect to any or all Props, You will return the Props to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You, ordinary wear and tear excepted. Whether or not damage constitutes ordinary wear and tear shall be determined by Us in Our sole judgment.

22. **Additional Props.** Additional Props may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the props, the monthly rental, security deposit, and stipulated loss value of the additional Props. All amendments must be in writing and signed by both parties. This Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

23. **Entire Agreement.** This Agreement and any attached invoices and schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

24. **Applicable Law.** This Agreement will be deemed to be executed and delivered in Orange County, New York, and governed by the laws of the State of New York.

25. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Orange County, New York, under the auspices of the New York State Civil Court System. 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 costs in addition to any other relief granted.

26. **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.

27. **Facsimile/Scanned Signature.** This Agreement may be executed in counterparts and by facsimile signature, electronic signature (such as, without limitation, using the electronic signature software known as "DocuSign") or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

28. **Rights.** We acknowledge and agree that You and Your assignees, successors and licensees, shall exclusively own all rights in and to any photographs, motion pictures and recordings taken by You of, on or using the Props and that You shall enjoy the irrevocable and perpetual right throughout the universe to use such photographs, motion pictures and other recordings in and in connection with the production, exhibition, promotion and exploitation of the picture, any 'behind-the-scenes', 'bloopers' or similar footage, any merchandising or commercial tie-ins, in any manner and in all media, whether now known or hereinafter devised, including without limitation, all forms of television, home video (e.g. videocassettes, videodiscs and DVD), and interactive "electronic" media (e.g. Internet and CD-ROM). You are not obligated actually to use the Props or to include any of said photography and/or said sound recordings taken of, on or using the Props in any motion picture.

29. **Claim.** Except as set forth in Section 20 above, in the event of any claim by Us against You, We shall be limited to our remedy at law for damages, if any, and We may not enjoin, restrain or interfere with the production, distribution, exhibition or exploitation of the picture.

30. **No Encumbrance.** You will not pledge, encumber, create a security interest in, or permit any lien or encumbrance to become effective on or attach to any of the Props. If any of these events takes place, You will be deemed to be in Default, at Our sole option. You will promptly notify Us of any liens or other encumbrances of which You have knowledge. You will promptly pay or satisfy any obligation from which any lien or encumbrance arises and will otherwise keep the Props, and all title and interest, free of any liens and encumbrances. You will deliver to Us appropriate satisfactions, waivers, and evidence of payment.

31. **No Assignment or Sublease.** You will not sublease the Props or enter into any assignment of this Agreement without our prior written consent, which may be given or withheld in Our sole and absolute discretion. Any attempt to assign this Agreement or sublease the Props absent such consent are hereby deemed void ab initio. You must seek Our express written consent to assign this Agreement or sublease the Props. Any such sublease or assignment, to the extent consented to by Us, shall be documented in a manner acceptable to Us and, in all events, the sublessee or assignee shall provide waivers and indemnifications in favor of Us at least as broad as those set forth in this Agreement.

32. **Notices.** Except as otherwise expressly provided by law, any notices or other communications required or permitted by this Agreement or by law, to be served on or given to either party by the other party, will be in writing and will be deemed duly served or given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to You at Your address provided in Your ACCOUNT AGREEMENT to Us at 394 Logtown Road, Port Jervis, NY, 12771. Either party may change its address for the purpose of this provision by giving written notice of the change to the other party in the manner provided in this provision.

33. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO A COURT TRIAL AND WAIVE A JURY TRIAL IN THE EVENT THAT THERE IS LITIGATION BETWEEN THE PARTIES.

34. **Rights, Power and Authority.** Each party hereto represents and warrants that it has the exclusive right, power and authority to enter into this Agreement and to grant the rights granted herein, and that no other consents, permissions or approvals are required for it to perform its obligations as contemplated under this Agreement. Each party hereto represents and warrants that the person(s) executing this Agreement on such party's behalf is/are authorized to do so, and that the execution of this Agreement by such person(s) shall bind such party to the terms and conditions of this Agreement.

35. **Mutual Cooperation.** The parties hereto agree to cooperate with each other to effectuate this Agreement and to execute any and all additional documents and to take such additional action as may be necessary or appropriate to accomplish the intent and purposes of this Agreement.

36. **Advice of Counsel.** IN EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.



394 Logtown Road
Port Jervis, NY, 12771
Email: CopPropRentalsNY@gmail.com
917-885-6128

PROP AND COSTUME RENTAL AGREEMENT

DATE:

Production Company Name:

DBA:

Production Name:

Production Type:

Production Office Address:

Client / Lessee:

Email:

Title on Production:

Phone:

Production Rental Dates: _____ to _____

Production Location(s):

I, _____ as an authorized agent of _____, and holding the position / title of _____, state that I have read, accepted and agree to all terms and conditions of this rental contract and the provisions contained therein.

Client / Lessee's Signature	Date	CPRNY / Lessor Signature	Date
X _____		X _____	

The Lessee will be provided a digital copy of this completed contract and the invoice(s) associated with this agreement. Please have an authorized representative from your company complete, sign and return this page to Cop Prop Rentals of NY in person or via e-mail to CopPropRentalsNY@Gmail.com.