



Print Your Production Company's Name _____

Date _____

Rental Agreement

Agreement Terms & Conditions Please Read Carefully. You Are Liable For Our Property from the Time It Is Your Custody and Control until the Time It Is Returned To Us

The parties agree that these Terms and Conditions ("T&C") shall govern the rental of certain fixtures, furnishings, equipment, and property (collectively "Props"), the same of which are comprised of organic/animate and inanimate (as defined below) Props (and also sometimes referred to as "Property") rented from First Unit Hardware. ("Us") by _____ ("You") (singularly the "Party" or collectively the "Parties") as provided for in the invoice(s) in connection with Your production, party, or event (the "Production").

1. Definitions: The following definitions are applicable to this T&C and binding upon the Parties:

(a) YOU: is understood and defined to mean all variants, including, without limitation, Your and Yours.

(b) US: is understood and defined to mean We, Our, and Ours.

(c) Inanimate Props: is understood and defined to mean such items that are inorganic and not living. Additionally, this category of Props may also include machinery or equipment such as vehicles, generators, pumps, and such other objects of mechanical or electrical nature (collectively "Equipment"). If Equipment is included as part of Your rental, the T&C or the invoice(s) will so reflect.

(e) Complete Possession and Control: is understood to comprise of two separate and distinct events, to wit: (i) Our delivery of Props to Your designated location or (ii) Your collecting, per the terms of this T&C, of the Props from Our warehouse or location. As to Your control of the Props, the term "Complete Possession and Control" is understood to be interchangeable with "Complete Custody and Control", it being understood and agreed that per the terms of this T&C You only are receiving only custody of the Props in the form of an agreed bailment, but not possession, and (ii) Your return of the Props either by way of Your redelivering of the Props to Our warehouse or designated location, or Our retrieving of the Props from Your designated location. Thus, the reference "Complete Possession and Control" is understood to be that moment in time in which: (x) We have physically relinquished custody of the Props and turned over custody of such Props to You and (y) We have physically received the return of the Props from You.

(f) Use: is understood and defined to mean the holding, moving, relocating, placing, touching, caring, maintaining, carrying, storing, protecting, preserving, and using (as that term is understood in its generic definition) of the Props.

(g) Characterization of Use: this T&C constitutes an agreement of bailment of the Props and is neither a sale nor a creation of a security interest to You. It is understood that such "Use" is that on a custodial, not a possessory, basis. At no time shall You be deemed to have acquired any right, title, claim, lien, or interest (including possessory interest) in the Props, except the custodial right to Use such Props per this T&C. At all times We are the exclusive and sole owner of all Props.

(h) Our Representatives: is understood and defined to mean Our parent entities, holding entities, affiliates, subsidiaries, and each of their respective officers, directors, shareholders, managers, members, trustees, beneficiaries, insurers, attorneys, authorized agents, employees, and successors and assigns.

(i) Your Representatives: is understood and defined to mean Your parent entities, holding entities, affiliates, subsidiaries, and each of their respective officers, directors, shareholders, managers, members, trustees, beneficiaries, insurers, attorneys, authorized agents, employees, and successors and assigns.

2. Indemnity.

(a) During the Time in which We have Complete Custody and Control: We agree to defend, indemnify, and hold You and Your agents, contractors or Representatives harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, expenses and compensation whatsoever including court costs and reasonable attorney's fees (collectively "Your Claims") resulting from Our negligence or willful misconduct, the negligence or willful misconduct of Our agents, contractors or Representatives concerning or relating to the Props, or the breach of these T&C's by Us.

(b) During Your Complete Custody and Control: You agree to indemnify, and hold Us and Our Representatives harmless from and against any and all claims, actions, causes of action, demands, rights, damages, injuries, and losses of any kind cost, including, without limitation, reasonable outside attorney's fees and court costs (collectively "Our Claims") arising from Your negligence or willful misconduct, except as a result of Our comparative negligence or willful misconduct, the comparative negligence or willful misconduct of Our agents, contractors or representatives, a breach of these T&C's by Us, or with respect to a defect in the Props determined to have been preexisting at the time Complete Custody and Control of the Props was turned over to You.

3. Loss of or Damage to Props during Your Complete Custody and Control. You are responsible for: (i) loss, damage, disappearance, or destruction of, and the corresponding Our Claims to, any of the Props (reasonable wear and tear excepted) resulting from Your negligence or willful misconduct, including, but not limited to, damages, disrepair, or losses while the Props are in Your Complete Custody and Control, including, without limitation, any storage by You or Your

Representatives of any of the Props; provided, however, Your responsibility and obligations per this Section is limited by any comparative fault arising from Our negligence or willful misconduct, the comparative negligence or willful misconduct of Our agents, contractors or Representatives, Our breach of these T&C's, or with respect to a defect in the Props determined to have been preexisting at the time Complete Custody and Control of the Props was turned over to You. Notwithstanding anything contained to the contrary in this Section, any Props that experience or are subject to loss, damage, disappearance, or disrepair as a result of You or Your Representative's failure to reasonably and prudently care and maintain Props shall be Your sole responsibility and obligation. We have disclosed to You that many of the Props (e.g. hardware, etc.) are rare and many are not replaceable. As such, any such loss, disappearance, or damage to such Props shall be replaced at full replacement cost.

4. Delivery of Props in Good Order. We have tested, inspected, or examined, as applicable, the Props in accordance with reasonable industry standards as they may pertain to each Prop, and have found such Props to be in good order and repair immediately prior to Your Complete Custody and Control of the Props from Us to You. At or prior to the term of physical relinquishment and turnover of the Props from Us to You, We have disclosed to You the feasible Use of the Props. If requested by You, We shall at Our sole expense replace or repair any Prop that is not in good working order or condition. Other than Our specific disclosures as noted in this Section, You acknowledge and agree that the Props are rented to You without warranty or guaranty, express or implied, except as they may be required by law or otherwise specifically agreed by the Parties per this T&C; and otherwise We make no warranty, express or implied, as to fitness or suitability for any particular purpose, including, without limitation any warranty of merchantability. You acknowledge and agree that You have determined in advance of signing this T&C and Your Complete Custody and Control that the Props identified and designated in the invoice(s) meet Your requirements, qualifications, and needs to which We are neither responsible nor participatory in such decision making process. We hereby represent, warrant and agree as follows: (1) the Props are free from defects and are in good working order and, as provided above, will function properly when used for its intended purpose; (2) We are responsible for any repair and maintenance of the Props necessitated as a result of (a) any breach by Us of any term, representation, or warranty under this Agreement or (b) the negligence or willful misconduct of Us, Our agents, contractors or Representatives; (3) We have complied and will continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable manufacturer's specifications; and (4) We shall, at Our sole cost and expense, replace or repair any piece of Props that is not in good working order or condition at the inception of this Agreement, as determined by You in Your sole discretion.

5. Valuation of Loss/Our Liability is Limited.

(a) Loss Valuation: Unless otherwise agreed in writing, and not arising from or due to the comparative negligence or willful misconduct of Us, or of Our agents, contractors or Representatives, a breach of these T&Cs by Us, or a defect in any of the Props, You are responsible to Us for the full replacement cost value of repair costs of the Props (if the Props can be restored, by repair, then to its pre-loss condition), whichever is less, occasion by and if such repair or replacement is due to Your negligence or willful misconduct. 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 T&C. Accrued rental charges shall not be applied against the purchase price or costs of repair of the lost, stolen or damaged Props. WE WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. See Section 2(b) for further provisions.

(b) Accident Reports: Once the Props are in Your Complete Custody and Control, in the event any of the Props is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of Your negligence or willful misconduct, You will promptly notify Us of the occurrence, and shall prepare, submit, and file all necessary accident reports, including those required by law and those required by applicable insurers. You and Your Representatives will reasonably cooperate with Us and all insurers who are providing insurance under this T&C in the investigation, defense, and indemnification of any claims, including, without limitation, Our Claims. You will promptly deliver to Us any documents served or delivered to You or Your Representatives in connection with any claim or proceeding at law or in equity commenced or threatened against You, Your Representatives, Us, Our Representatives, or some or all.

6. Your Failure to Perform. If You fail to pay any portion or installment of the total fees payable per this T&C or You otherwise breach this T&C or any of the covenants hereof, then such failure or breach shall constitute a default ("Default"). If We determine the occurrence of a Default by You, We agree to provide You with written notice (the "Notice") of the Default, describing in general terms the nature of the Default and the manner and reasonable opportunity to cure such Default; provided, however, if the Default is of the nature a failure to pay money (e.g. rental fees) then You are required to immediately remit that amount due and owing per Our Notice. Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this T&C and cease performance hereunder, including, without limitation, the immediate retrieval and recovery of Our Props regardless wherever so located. 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 the right to cease such performance at any time so long as such default has not been cured. In addition to those items and matters which We determined to be due and owing by You, You will also be responsible for all reasonable costs, including reasonable outside attorney's fees, incurred with respect to the recovering and collecting of Our Props from You as well as Our Claims.

7. Return. Upon the expiration date of this T&C, You shall return the Props to Us, together with all accessories, free from damage or disrepair caused by You or Your Representatives and in the same condition (unless agreed to and documented on the invoice) and appearance as when received by You, reasonable wear and tear excepted.

8. Amendment—Modification/ Additional Props. Any Amendment—Modification to this T&C to be enforceable must be in writing and signed by all Parties; provided, however, exchanged electronic communications by text or email that confirm the understandings of the Parties shall be deemed acceptable "writings" for purposes of this Section. Other than this method of Amendment— Modification procedure, this T&C cannot be amended, modified, or altered in

any manner except as provided within this Section. Additional Props may from time to time be added as the subject matter of this T&C as agreed on by the 12.31.15 Revised 5 Parties. Any additional Props will be added by way of an amendment describing the Prop(s), the rental rate, and any other specific terms to the Parties understanding. The T&C must be in writing and signed by both parties. Other than by this amendment procedure, this T&C cannot be amended, modified, or altered in any manner except in writing signed by both parties.

9. Entire T&C. This T&C and any attached schedules or exhibits, which are incorporated by reference and made an integral part of the T&C, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically set forth in this T&C or in the attached schedules are binding on any of the Parties unless set forth in writing and signed by both Parties.

10. Applicable Law. This T&C will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California. 15. Arbitration. If any controversy or claim arising out of or relating to this T&C, or the breach of any term hereof, cannot be settled through direct discussions, the Parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules before commencing any proceedings permitted under this Section. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by binding arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (the "Arbitration Rules"), except that the arbitrator shall have authority to entertain a motion for summary judgment by any Party. The Arbitration Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California or a retired California State Superior Court Judge or Appellate Justice. Notwithstanding the above requirements, if a Party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this Section, the other Party does not have to request mediation to enforce the right to compel arbitration as required under this Section, and the Party who refuses or fails to participate in mediation shall not be entitled to recover its reasonable attorney's fees should they be determined to be the prevailing Party in any such arbitration or related proceeding.

11. Severability. In the event any provision of this T&C shall be determined by a body of competent jurisdiction to be void, illegal, invalid, or unenforceable (collectively "Unenforceable"), the remaining terms and provisions of this T&C shall not be affected thereby, and each of such remaining terms and provisions of this T&C shall be valid and enforceable to the fullest extent permitted by law, unless a Party demonstrates by a preponderance of the evidence that the Unenforceable provision was an essential economic or substantive and material term of this T&C.

12. Facsimile/Scanned Signature. This T&C may be executed in counterparts and by facsimile signature or signature, that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

13. Remedies.

(a) No General Injunctive Relief. Notwithstanding anything to the contrary contained herein, and in the event You are a film or television studio or production company, We acknowledge that in the event of a breach of this T&C by You or Your Representatives, the damage, if any, caused Us thereby will not be irreparable or otherwise sufficient to entitle Us to seek or obtain injunctive or other equitable relief against the exhibition or other exploitation of the Production. We acknowledge that Our rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, not the right to enjoin the production, exhibition, or other exploitation of the Production or any other television production, motion picture or otherwise, or any subsidiary or allied rights with respect thereto. This Section shall survive any termination, expiration and/or cancellation of this T&C.

(b) Irrespective of any of the provisions contained in the immediately preceding paragraph and notwithstanding anything contained to the contrary in the immediately preceding paragraph, 12.31.15 Revised 6 12.31.15 Revised 7 We expressly retain and reserve the right to seek equitable relief against You and Your Representatives with respect to the recovery, restitution, or replevin of Our Props which may then remain in Your Complete Custody and Control should You be in Default of this T&C.

14.Props. You may incorporate the Props in the Productions and may Use the Props in any manner in the Productions in all media, whether now known or hereinafter devised, in perpetuity throughout the universe, and in advertising and publicity. The Props may be Used in conjunction with the actual visual and/or sound effects of the Props or any other visual and/or sound effects. You are not obligated to Use the Props.

15.Additional Warranties. We hereby represent and warrant to You that: (i) We have the right, experience and skill to enter into and to fully perform this T&C, the services hereunder, and to grant the rights granted hereunder; (ii) We shall comply with all applicable federal, state and local laws in connection with the services, including all professional registration requirements; (iii) We are adequately financed to meet any financial obligation it may be required to incur hereunder; (iv) there is no legal impediment of any type which conflicts with this T&C or that may limit, restrict or impair the rights granted You hereunder; (v) We shall discharge all obligations of an employer with respect to all personnel hired by We in connection with the Services and/or the Props, including, without limitation, the withholding and reporting of contributions, insurance deductions and applicable taxes required by applicable law, including payroll taxes and unemployment insurance; and (vi) We are licensed to conduct business in the State of California and shall remit to the State of California any sales taxes applicable to the services and/or Props as provided for hereunder.

16.Rights in the Recordings. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with Use of the Props by You (the "Footage") shall be and remain the sole and exclusive property of You. Such rights shall include, without limitation, the perpetual and irrevocable right and license to Use and Re-Use said Footage in connection with the Production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the "Productions") as You may elect, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all

means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither We nor any other Party now or hereafter claiming an interest in the Props and/or through Us shall have any right of action against You or any other Party arising from or based upon any Use or exploitation of such Footage, whether or not such Use is claimed to be defamatory, untrue or censurable in nature. You shall not be obligated to make any actual Use of any Footage in the Productions or otherwise. This Section shall survive any termination, expiration and/or cancellation of this T&C.

17. Termination. Notwithstanding anything to the contrary contained herein, You may, with or without cause, terminate these T&Cs at any time upon seven (7) days prior written notice to Us. Upon such termination, You shall have no further obligations to Us hereunder and We shall immediately refund to You any and all sums previously paid by You pursuant to these T&Cs, provided however, You shall be responsible for any actual and verifiable costs of labor and/or materials expended in preparation of your order. The seven (7) day prior notice shall be effective on the first day immediately following the seven day "contract" week, e.g., if the contract week starts on a Wednesday then to timely terminate, the notice shall be effective commencing on the following contract week.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE FOR THE PRODUCTION COMPANY

Authorized Representative for the Production Company

Production Company

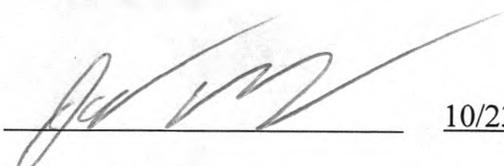
Date

Sign by

Print Your Name

AUTHORIZED REPRESENTATIVE OF FIRST UNIT HARDWARE:

DAVID SANDGROUND



10/23/2017

Print Your Name

Signature

Date