

DEPROMARK Props & FX Equipment Rental Agreement

- I. The Property and Rental Period** – Your Invoice describes the Property, The Rental Fee, and the Rental Period. Permission to modify or extend the Rental Period shall be at the reasonable discretion of both parties and if granted, prorated at the same Rental Fee and these same terms. Should permission not be granted prior to the end of the Rental Period, holdover rates shall be payable at 150% of the Rental Fee, pro-rated on a daily basis until the Property is returned to DeProMark full use.
- II. Security Deposit** – Depending on the size of your order and/or the value of the Property being rented, DeProMark may require a Security Deposit as security for performance of all provisions of this Agreement (the “Security Deposit”). The Security Deposit shall be refunded, minus deductions if any, within 10 days of the later of: a) Your returning of the Property to DeProMark’s full use, or b) payment of all outstanding Rental Fees and other payments incurred. DeProMark may deduct from the Security Deposit (i) any unpaid holdover or Rental Fee payments; (ii) the replacement cost and/or (iii) repair cost, at DeProMark’s sole reasonable discretion, of any Property damaged or lost by you during the Rental Period. You agree to pay loss or damage costs that have not been extinguished by liquidation of the Security Deposit.
- III. Insurance** – You, at your sole expense, shall maintain Equipment Rented Insurance against loss, theft or damage to the Property for full replacement value as determined by DeProMark. Insurance certificates shall name DeProMark LLC as Additional Insured on the General Liability policy and Loss Payee on the Equipment Rented policy. See attached Insurance Requirements for further clarification.
- IV. Release of Property** – The Rental Fee, Security Deposit, a Certificate Insurance, and this signed Rental Policy Acknowledgement are due prior to the start of the Rental Period unless a Credit One sheet has been sent and a Net pay account has been set up. Please note: No Property will be released unless all above items are received by DeProMark.
- V. No Warranty of Fitness or Suitability is Made** – You acknowledge that the Property rented was selected based on your own assessment, and not based on any representation made by DeProMark of fitness, suitability, durability, or quality of the Property. DeProMark makes no other warranties of the Property, including merchantability. The Property is licensed As-Is. You rent the Property at your own risk.
- VI. Loss and Damage** – Upon termination of the Rental Period, you shall return the Property to DeProMark premises in the same condition as when received, normal wear and tear from proper use excepted. You shall bear all risk of loss, damage, theft, disappearance, and destruction of the Property during the Rental Period and any other time the Property is in your possession (“Loss or Damage”). In the event of Loss or Damage not covered by insurance, you shall pay DeProMark’s in cash the “fair market value” for the Property concerned.
- VII. Use of Property** – You shall use the Property in a safe, lawful manner that does not violate any law of any jurisdiction applicable or violates any rule or restriction of the applicable insurance policy. You assume responsibility and exclusive liability for safe use and operation of the Property.
- VIII. Confidentiality** – DeProMark shall not issue or authorize the publication of any news stories or publicity of any kind in any manner by any media (including, without limitation,

by television, radio, newspaper or interactive media such as Facebook, Twitter, or any other interactive social network or personal blog) relating to or naming the Production, Producer or Company or the business or production methods of Producer, Company or their successors, assigns or affiliated entities, or DeProMark's involvement with the Production, nor may DeProMark use any images from the Production or any fanciful characters or designs of Producer or Company, or any of their subsidiary companies, for any purpose whatsoever, without the prior written consent of Producer and Company until release of production.

- IX. Indemnification** – Each of both parties shall indemnify and hold harmless the other party and its principals, employees, agents, subsidiaries, and sub-contractors from all damage, loss, theft, or destruction of the Property and all losses, liabilities, damages, injuries, third-party claims, demands, fines, penalties, costs and expenses of every kind including reasonable, outside legal fees.
- X. Default** – This Agreement shall be deemed in default if, subject to written notice and a reasonable opportunity to cure, you a) fail to make a required payment in a timely manner, b) fail to provide required proof and continuously maintain all necessary insurance, c) materially misuse the Property d) violate any law of an involved jurisdiction, e) holdover without DeProMark's permission, or f) have a trustee or receiver appointed to manage substantially all your assets.
- XI. Rights Granted** – This Agreement does not convey title, right or interest to the license in the Property except as a licensee. At all times the Property shall remain the personal property of DeProMark exclusively. You shall keep the Property free of all liens and claims and shall not engage in activities that may expressly or by implication impair or encumber DeProMark's rights to the Property. You, your successors, and assigns, shall have all right, title, and interest of every kind to all photographs and recordings made in connection with the Production which depict DeProMark's Property (the "Recordings") for exhibition, exploitation and promotion without limitation, in all media whether known or hereafter devised, in perpetuity.
- XII. Waiver of Injunctive Relief** – DeProMark acknowledges that, in the event of a breach of this Agreement by you or any third party, the damage, if any, caused DeProMark thereby will not be irreparable or otherwise sufficient to entitle DeProMark to seek or obtain injunctive or other equitable relief against the exhibition or other exploitation of the Production. DeProMark acknowledges that its right and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and DeProMark will have neither the right to rescind or terminate this Agreement or any of your rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Production or any other Production, motion picture or otherwise, or any subsidiary or allied rights with respect thereto, nor will DeProMark LLC have the right to terminate its obligations hereunder by reason of such breach.
- XIII. Miscellaneous Provisions** –
- a. This Agreement constitutes the entire understanding between the parties and may not be subsequently amended or modified except by a written document signed by both parties.
 - b. This Agreement shall be binding upon the parties' successors, licensees and assigns as if they originally executed this Agreement. You warrant that your successors,

licensees and assigns shall be contractually obligated to abide by the terms of this Agreement and shall be jointly and severally liable.

c. A forbearance to exercise rights under this Agreement shall not be a waiver of any right, which shall continue and remain in force. The parties agree not to recognize or assert implied waivers.

d. This Agreement shall be governed by California law applicable to agreements executed and wholly performed in California.

e. All disputes and actions between the parties shall be resolved by binding arbitration under AFMA Rules of International Arbitration ("AFMA Rules") in effect at the time of filing, and if no longer in existence, rules of the American Arbitration Association. Parties agree to augment the arbitration rules with pre-trial discovery to the extent permitted in California Code Civil Procedure § 2016 et seq. (Civil Discovery Act of 1986) in effect at the time the action is filed. Arbitrations shall be held in Los Angeles, California, and the arbitrator's award shall be enforceable by any court of law in any jurisdiction.

f. If any provision of this Agreement is deemed illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable.

g. Notices shall be in writing and deemed given when received. Notices may be faxed, and deemed received when sent, provided a copy is also mailed First Class to the party's address first listed above and postmarked the same day, or to any other address provided in writing before notice is sent. Notices may also be delivered by courier, or express mail or FedEx, and deemed received when signed for.

h. The headings in this Agreement have no legal significance and are for convenience only.

i. DeProMark LLC shall at all times have free access to the Property for inspection and observation.

j. You warrant that the Property shall only be used for commercial purposes in connection with the Production.

k. This Agreement may be signed in counterparts, and by fax or email, each which may be deemed an original.

l. The person executing this Agreement has the authority to bind your party hereto.

I, _____, on behalf of _____.
Print Name Company

ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS PROPERTY RENTAL POLICY AND SHALL ABIDE BY THE TERMS AND CONDITIONS SET FORTH:

SIGNED _____ DATE _____