

SOURCE

film studio + lighting + grip STAGE AND EQUIPMENT RENTAL AGREEMENT

CUSTOMER AGREES TO INDEMNIFY AND HOLD SOURCE LIGHTING AND GRIP RENTALS INC. (HEREAFTER REFERRED TO AS SOURCE FILM STUDIO) AND ITS EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, DAMAGES AND CLAIMS ARISING FROM USE OF SOURCE FILM STUDIO AND ITS EQUIPMENT

1. Indemnity. Lessee/renter (“you”) agree to defend, indemnify, and hold source lighting & grip rentals inc. (“Us”) 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 court costs and attorneys’ fees (“claims”), in any way arising from, or in connection with the studio and equipment rented/leased (which studio and equipment, together, are referred to in this document as “equipment”), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the claim, from the time the equipment leaves our place of business when you rent/lease it until the equipment is returned to us during normal business hours and we sign a written receipt for it the equipment liability of lessee.

A) you are responsible for loss, damage or destruction of the equipment, including but not limited to losses while in transit, while loading and unloading, while at source film studio, while in storage and while on our premises, except as follows: you shall not be responsible for damage to or loss of the equipment caused by our sole negligence or willful misconduct;

B) you shall not be responsible for damage or loss resulting from inherent vice, normal wear and tear, and latent defect, mechanical or structural defect or breakdown due to failure on our part to perform normal, routine or scheduled maintenance.

2. Protection of others. You will take reasonable precautions in regard to the use of the equipment to protect all persons and property from injury or damage. The equipment shall be used only by your employees or agents qualified to use the equipment.

3. 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 source film studio 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 (iii) mysterious disappearance (iv) loss of use of the equipment for loss of use. Coverage shall begin from the time you or your or agents pick the equipment up at our place of business, or take delivery of the equipment, whichever is applicable, and shall continue until the time the equipment is returned to and accepted by us. The property insurance shall be on a worldwide basis shall name us as an additional insured and as the loss payee with respect to the equipment 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 at its replacement value but shall, in no event, be less than \$1,000,000.

4. Certificate of insurance. Before obtaining possession of the equipment 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.

5. Cyclorama and floor must be kept in good condition as approved by the management. Absolutely no drilling or attachments can be made into cyclorama wall/cove.

6. Trash must be removed from stage, kitchen area, dressing rooms, make-up rooms, etc. At the end of each day. All areas of use must be cleaned and brought back to its original condition at the end of production, otherwise source film studio may retain cleaning deposit.

7. The use of spray painting equipment is absolutely prohibited on this stage. A fine may be imposed if spray painting is found to be in use. Client is solely responsible to alert set companies, art directors, etc. To this studio rule.

8. There shall be no animals allowed on the set or in the production offices without the prior approval of source film studio management. No exceptions.

9. Insurance generally. 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 under this agreement. In the event of loss, you shall promptly pay amount of the deductible amount 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 on demand for its 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 equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this agreement.

10. 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 as an additional insured and provide that said insurance is primary coverage with respect to all insured, the limits of which must be exhausted before any obligation arises under our insurance. 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 \$2,000,0000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

11. Workers compensation insurance. You shall, at your own expense, maintain worker's compensation/employer's liability insurance during the course of the equipment rental and filming at source film studio with minimum limits of \$1,000,000.

12. Cancellation of insurance. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

13. Valuation of loss. Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair costs of the equipment (if the equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a police report. Loss of use shall be determined by the actual loss sustained by us. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged equipment.

14. Subrogation. You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the equipment rented/lease.

15. Prior agreements. This agreement supersedes and replaces any other/prior agreement(s) regarding the subject matter hereof.

16. Accident reports. If any of the equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, 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 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 its agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both or us.

17. Default. At our option, we may, by written notice to you declare you in default on the occurrence of any of the following:

A) failure by you to make payments or perform any of its obligations under this agreement;

B) institution by or against you of any proceedings in bankruptcy or insolvency, or your 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; or

D) involuntary transfer of your interest in this agreement by operation of law. After your default, and on notice from us that you are in default, we will have the following options:

l) to terminate the agreement and your rights under the agreement; to declare the balance of all unpaid rent 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 per annum, from the date of notification of default to the date of payment;

li) to repossess the property without legal process free of all of your rights to the property. You authorize us or our agent to enter on any premises where the property is located and repossess and remove it. You specifically waive any right of action we 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.

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 per annum from the date of payment. Notwithstanding any other provisions of this agreement, if we place all or any part of our claim 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 other party's reasonable attorneys fees and costs.

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.

18. Return. Upon the expiration date of this agreement with respect to any or all equipment, you will return said property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you, allowing for ordinary wear and tear.

Applicable law. This agreement will be deemed to be executed and delivered in los angeles, california and governed by the laws of the state of california.

19. Arbitration. Any controversy or claim, including any claim of misrepresentation, arising out of or related to this agreement or breach of this agreement will be settled by arbitration, in los angeles, california the arbitration will be conducted by a single arbitrator under jurisdiction of and the then-current rules of the american arbitration association. 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 attorneys fees and costs in addition to any other relief granted.

20. 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.

21. Please note the surrounding neighborhood of source film studio and respect the privacy of our neighbors.

THE UNDERSIGNED INDIVIDUAL REPRESENTS THAT HE OR SHE IS EMPOWERED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PRODUCTION COMPANY.

INITIAL EACH ITEM:

- _____ • STAGE RENTAL IS BASED ON A 12 HOUR DAY – NO EXCEPTIONS
- _____ • STAGE OVERTIME RATE IS \$400.00 PER HOUR (THERE IS NO GRACE PERIOD)
- _____ • GREEN CYC FLOOR RESTORATION FEE IS \$350.00-\$750.00 SUBJECT TO INSPECTION AT WRAP
- _____ • EXTRA TRASH BINS WILL BE BILLED - OVER SIZE TRASH / EXTRA (1 IS INCLUDED IN THE PKG.)
- _____ • SPECIALTY LIGHTS AND SUB- RENTALS NOT INCLUDED
- _____ • EXPENDABLES ARE NOT INCLUDED
- _____ • CANCELLATION FEE 100% OF INVOICE / NON- REFUNDABLE

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

E-mail Address: _____

PRODUCTION COMPANY: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Office Phone: _____ **Fax:** _____ **Mobile Phone:** _____

RENTAL DATES: _____ **STAGE 1** **STAGE 2**

JOB #: _____ **SECURITY DEPOSIT:** **\$2,500.00**

TO BOOK STAGE PLEASE FORWARD THE FOLLOWING VIA EMAIL ONLY:

- SIGNED RENTAL AGREEMENT
- CHECK FOR PAYMENT IN FULL (PER QUOTE)
- INSURANCE CERTIFICATE
- CHECK FOR SECURITY DEPOSIT \$2500.00

(For Source Employees Only)

SOURCE FILM STUDIO | 1111 NO. BEACHWOOD DRIVE | HOLLYWOOD, CA 90038

SOURCE FILM STUDIO REP PRINT NAME: _____

SOURCE FILM STUDIO REP SIGNATURE: _____ **DATE:** _____