

Standard/General Rental Agreement, revised as of 06-14-2024

LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Please Read Carefully. You Are Liable For Our Props And/Or Set Dressing From The Time They Leave Our Place of Business Until They Are Returned To Us

1. **Indemnity.** Lessee/Renter ("You" or "Your") agree to defend, indemnify, and hold E.C. Prop Rentals, Inc. ("Us", "We" or "Our") 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 the props and/or set dressing rented/leased (the "Property"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful misconduct, from the time the Property leaves Our place of business when You rent/lease them until the Property is returned to Us.
2. **Loss of or Damage to Property.** You are responsible for loss, damage (ordinary wear and tear excepted) or destruction of the Property, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on Your premises, except that You are not responsible for damage to or loss of the Property caused by Our sole negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Property 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 reasonable precautions in regard to the use of the Property to protect all persons and property from injury or damage. The Property shall be used only by employees or agents qualified to use the Property.
4. **Disclaimer of Warranties.** You hereby acknowledge that the Property is rented "as is" and "with all faults." We make no warranty, and specifically disclaim any express or implied warranty whatsoever, with respect to the Property 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 Property rented hereunder to determine that the Property is 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 Property and in any event before the first use of the Property. Your use of any Property shall constitute an acknowledgement by You that such Property is in good working order and safe, and You assume all risk of liability resulting from any malfunctioning or otherwise unsafe Property. In the event that You cause any modification of any Property in any manner whatsoever, You shall be responsible for all liability which may arise in connection with the modification of such Property. You shall not modify any Property without Our prior written consent, and You shall restore any modified Property to its same condition as received, reasonable wear and tear excepted, prior to the return of such Property to Us. You shall be responsible for the cost, as determined by Us, to repair or replace any modified Property to its original condition, reasonable wear and tear excepted.
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 Property from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) actual and verifiable loss of use of the Property, from the time the Property is 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 Property is 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 as an additional insured and as the loss payee with respect to the Property and shall cover all risks of loss of, or damage or destruction to the Property. The Property Insurance coverage shall be sufficient to cover the Property 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 Property 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 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 Equipment and hired motor vehicle physical damage insurance, covering owned (if applicable), 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.** 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 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 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 Property rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.
10. **Cancellation of Insurance.** You 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 Property 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.
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 Property (if the Property can 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. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Property. 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 OR INCIDENTAL DAMAGES.
13. **Subrogation.** You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Property.
14. **Lease/Rental.** This agreement constitutes a lease/rental of the Property 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 Property, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Property.
15. **Condition of Property.** You assume all obligation and liability with respect to the possession of Property, 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 Property will not be prorated or abated while the Property is 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 Property, except as otherwise specially agreed or as may be within the course and scope of employment by You.
16. **Identity.** We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: Property of E. C. Prop Rentals, Inc. You will not remove, obscure, or deface the inscription or permit any other person to do so.

