



Green Set, Inc.

motion picture plant rental

11617 Dehougne Street, North Hollywood, CA 91605 | 818.764.1231

APPLICATION FOR A NEW ACCOUNT

You may open a C.O.D. or Net 30 account with Green Set, Inc. by completing a New Account Application.

Green Set's New Account Application includes:

1. Credit Application Form

The Credit Application requires the Company contact information, Trade References and Bank References.

2. Credit Card Authorization

This form authorize Green Set, Inc. to use the credit card for payment of Purchases, Rental charges, Late charges and/or Loss & Damage charges for the Plants, Props or Set Dressing rented or purchased from Green Set, Inc.

3. Green Set Rental Agreement

We also require a signed Lease/Rental Agreement, this agreement acknowledges that you are liable for Green Set's equipment and inventory from the time it leaves our yard until the time it is returned to Green Set.

4. Certificate of Insurance

All new accounts also require a Certificate of Insurance, listing Green Set, Inc. as "Additional Insured and Loss Payee". We have provided a sample Insurance Cert with the required information in red text.

5. Green Set's W-9:

A copy of our 2018 W-9 has been included for your records.

~ Please Remember ~

The Approval Process May Take 7 To 10 Business Days, Please Plan Ahead
Green Set must receive a Certificate of Insurance before the Pick-Up or Delivery Date

Once you have completed the New Account Application forms, please send them to Michelle:f

Fax: 818.764.1423

Email: Michelle@Greenset.com

If you have questions, please call or email Michelle:

Phone: 818. 764.1231

Email: Michelle@Greenset.com



Green Set, Inc.
motion picture plant rentals

Date _____

CREDIT APPLICATION

Feature Film Television Commercial Special Event Other _____
Net 30 COD

COMPANY INFORMATION & REFERENCES

Company Name _____

Parent Company _____

Title of Project _____ Estimated Wrap Date _____

Address _____ City _____ ST _____ Zip _____

D/B/A _____ Federal Tax ID Number _____

Type of Business _____ Date Established _____

Sole Owner Partnership Corporation Incorporated in What State? _____

UPM _____ Email _____

Accountant _____ Accounting Phone _____

Accounting Fax _____ Accounting Email _____

Production Phone _____ Production Fax _____

PRINCIPALS

Name: _____

Address _____ City _____ ST _____ Zip _____

Phone: _____ Driver License _____ Issuing State _____

Name: _____

Address _____ City _____ ST _____ Zip _____

Phone: _____ Driver License _____ Issuing State _____



Green Set, Inc.
motion picture plant rentals

CREDIT APPLICATION - continued

TRADE REFERENCES (Name of Industry Related References / Minimum of Three)

1. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

2. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

3. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

AUTHORIZED USERS OF THIS ACCOUNT

1. Name: _____ Phone _____ Title _____

Email _____

2. Name: _____ Phone _____ Title _____

Email _____

3. Name: _____ Phone _____ Title _____

Email _____

CREDIT APPLICATION



Green Set, Inc.
motion picture plant rentals

BANK REFERENCES

Checking Savings Loan

Bank _____

Address _____ City _____ ST _____ Zip _____

Phone _____ Contact _____

Account No. _____

Mortgage Holder / Landlord _____

Address _____ City _____ ST _____ Zip _____

Phone _____ Account Contact _____ Title _____

The undersigned will will not submit a financial statement. Any misrepresentation in the application will be considered evidence of a fraud since this information is the basis for the granting of credit.

As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed.

Name _____ Title _____ Signature _____

Name _____ Title _____ Signature _____

TERMS OF PAYMENT

Terms are Net 30 from the date of the invoice. Accounts more than 30 days past due may be closed and all orders held until account is brought current. 2% per month will be charged on all past due amounts.

PERSONAL GUARANTEE

In consideration of credit being extended by Green Set, Inc. to the above name applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Green Set, Inc. the faithful payment, when due, of all accounts of said applicant for the purchase made within five years next after the date of the application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment and demand for payment on application, protest and notice to the undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Green Set, Inc. extension of time of payment to applicant, acceptance of partial payment compromise, all other notice to which the undersigned guarantor might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

Name _____ Title _____ Date _____

Address _____ City _____ ST _____ Zip _____

CREDIT CARD AUTHORIZATION



Green Set, Inc.
motion picture plant rentals

Date _____

Feature Film Television Commercial Special Event Other _____

COMPANY / CARDHOLDER INFORMATION

A copy of all invoices and credit card receipts will be mailed to the cardholder's billing address

Company Name _____

Cardholder Name _____

Address _____ City _____ ST _____ Zip _____

Phone _____ Mobile _____

Driver License # _____ Issuing State _____ Expiration Date _____

Email Address _____

CREDIT CARD INFORMATION

Name of Credit Card _____ Expiration Date _____

Credit Card # _____

Card to Remain On File: Yes No

CREDIT CARD AUTHORIZATION

Green Set, Inc. Invoice # _____ Security-Code _____

Rental Amount Authorized _____ Purchase Amount Authorized _____

I authorize Green Set, Inc. to use this Card for payment of Purchases, Rental charges, Late charges and/or Loss & Damage charges for the Plants, Props or Set Dressing rented or purchased from Green Set, Inc.

In the event that the Plants, Set Dressing and/or Props are Not Returned on the Specified Date, or if the Plants, Props and/or Set Dressing are Lost & Damaged, I authorize Green Set, Inc. to charge the Credit Card listed on this form, for the subsequent charges.

Cardholder's Signature: _____ Date: _____

Cardholder Name: (Please Print) _____

**DEPOSIT MUST BE EITHER COMPANY CHECK OR CASH...
NO CREDIT CARD DEPOSITS WILL BE ACCEPTED.**

PLEASE FAX COMPLETED FORM & REQUIRED INFORMATION TO: 818-764-1423

1. Credit Card Authorization Form
2. A Copy of Cardholder's Driver's License
3. A Copy of the Credit Card front and back

OR: email completed form to
Michelle@greenset.com

Green Set, Inc.

Lease/Rental 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, and constitute a rental agreement, the rental of certain fixtures, furnishings, equipment, vehicles, 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 GREEN SET INC. (“Us”) by _____ (“You”) (singularly the “Party” or collectively the “Parties”), and is not either a sale or a security interest in the Props, except as to the limited right to custody and use of the Props as provided for herein and in Our invoice(s) to You 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) Organic/Animate Props: is understood and defined to mean such items that are living and which require nourishment, nutrients, care and maintenance, including water, to thrive and sustain, including, without limitation, growing/alive trees, bushes, hedges, plants, flowers, and other types of landscaping, greenery and foliage.
- (d) 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 are receiving only custody of the Props in the form of an agreed rental, 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) as well as filming, photographing, and recording of the Props.
- (g) Characterization of Use: this T&C constitutes an agreement of rental 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.
- (j) Third Party Payor: is understood and defined to mean any person, company, or entity that is neither affiliated with, associated with, nor connected to You or Your Representatives.
- (k) Pre-Existing Condition is understood and defined to mean any latent or inherent defects in any Prop item rendering that Prop substantially unable to be use for Your reasonably intended purpose per the terms hereof and as set forth in Our Invoice to You.

2. Indemnity.

- (a) During the Time in which We have Complete Custody and Control: Subject to Section 8(a) and (b) hereof, 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”) , without limitation, arising from Our negligence or willful misconduct, the negligence or willful misconduct of Our agents, contractors or Representatives concerning or relating to the Props, a Pre-Existing Condition of a Prop, or the breach of these T&C’s by Us.
 - (b) During Your Complete Custody and Control: Subject to Section 8((a) and (b) hereof, 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 Pre-Existing Condition in the Props 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) the reasonable and prudent care and maintenance of all Organic/Animate Props, including, without limitation, watering all plants and (ii) loss, damage, disappearance, or destruction of, 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 (referred to herein as “Property Loss” and as part of Our Claims); 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 Pre-Existing Condition in the Props 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 the Organic/Animate Props shall be Your sole responsibility and obligation. We have disclosed to You that many of the Organic/Animate Props (e.g. plants, trees, hedges, etc.) are mature and many require a minimum of an eighteen (18) month period to nurture, grow, and mature if replacement is required. As such, any such loss, disappearance, or damage to such Organic/Animate Props shall be replaced at full replacement cost and based on a fully matured Organic/Animate Prop of the same and similar age, size, and dimension as reasonably verified by the Parties. It is understood that recovery of such loss is applicable as to all provisions of this T&C.

4. Care and Maintenance of the Props. In addition to Your responsibility of care and maintenance to the Props per Section 3 above, You are also required to take reasonable precautions with the Use of the Props, the protection and sustainability of the Organic/Animate Props, including, but not limited to watering, and to take reasonable precautions to protect persons and property from injury or damage during the time of Your Complete Custody and Control of the Props. You agree and covenant that only Your Representatives who are properly and duly qualified, trained, and/or licensed, as and where applicable, are authorized to Use the Props. You are responsible and at Your own expense pay for Your own costs and expenses, including, but not limited to, and where applicable, fuel, lubricants, water, and such other sustaining, caring, cleaning and maintaining materials, the associated labor, and all other charges with the respect to the care, maintenance, repair and in connection with the operation or Use of the Props while in Your Complete Custody and Control. We are not under any circumstances, liable or obligated to provide care, service, maintenance, repair, or parts for the Props except as otherwise specifically agreed herein or separately per another writing signed by Us; provided, however, any required repair(s) due to a Pre-Existing Condition at the time Complete Custody and Control was turned over to You, We are responsible for such repair(s). Any installations, replacements, or substitutions of parts or accessories with respect to any of the Props are understood and shall become part of the Props and will be owned by Us.

At or prior to receiving or Your taking Complete Custody and Control and turnover of the Props from Us to You, We will provide You with a summary of care and maintenance instructions with respect to the Organic/Animate Props.

5. 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 physical relinquishment and turnover of the Props from Us to You, We have disclosed to You the feasible and reasonable 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 unless such replacement or repair is due to Your actions or omissions while in your complete custody and control. 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, promise, representation, or warranty under this T&C, (b) the negligence or willful misconduct of Us, Our agents, contractors or Representatives, or (c) a Pre-Existing Condition; (3) We have complied with 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; (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 T&C, as determined Us in Our sole discretion, and (5) We agree and acknowledge that time is of the essence with regard to the delivery of the Props, , provided, however, and subject to delays, interruptions, or interference occasioned or caused by, or a result of conditions or events not within Our control, including, without limitation, *Force Majeure* events, acts of God (including inclement weather or conditions), strikes, government action(s) or moratorium(s), road work or closures, epidemics, unusual health conditions (flu, etc.) war, insurrection, riot(s), labor disputes, material shortages or production shortages, factory closures or suspension (collectively, "*Force Majeure* Events"). The Parties agree that minor delays, based on commercially reasonable, good faith determination, do not trigger any liability to Us. Further, You understand that reasonable minor delays are neither unexpected nor a cause to result in any claim by Us against You.

6. Your Requirements to Provide Insurance: [See superseding provisions at page 8]*

- (a) Insurance Generally. You shall hold Us harmless from, against, and shall bear the expense of any applicable deductible amounts or self-insured retentions provided under any of the insurance policies required to be maintained by You per this T&C if you are responsible for any loss or damage hereunder. Notwithstanding anything to the contrary contained in this T&C, the fact that a loss or damage may not be covered by insurance provided by You under this T&C or, if covered, is subject to deductibles, retentions, conditions or limitations, shall not affect, excuse, limit, reduce, or relieve Your liability for any loss or damage. Should You fail to procure, maintain or pay the costs of maintaining in full force the insurance specified in this Section 6, You shall not be relieved of Your obligation under Section 2 above. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default/breach of this T&C. The grant by You of a sublease, license, or similar type of arrangement of the Props rented/leased to You shall not affect, limit, or excuse Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this T&C.
- (b) Property Insurance. You shall, at Your own expense, maintain at all times during the term of this T&C, all risk property insurance (“Property Insurance”) covering the Props from all risks including coverage for actual and verifiable loss of Use of the Props from the time of Your Complete Custody and Control of the Props from Us to You until the Props are returned to and accepted by Us. The Property Insurance shall be on a worldwide basis and shall name Us as the loss payee with respect to the Props. Property Insurance coverage shall have sufficient limits to cover the full replacement cost, without depreciation, of the value (per Section 3 hereof) of the Props, provided the protection afforded to any additional insured by being named on Your insurance policies shall be limited to Your indemnification obligations per this T & C.. Your Property Insurance shall be primary and non-contributory over Our insurance for claims You assume under Your indemnification obligations hereunder.
- (c) Workers Compensation Insurance. You shall, at Your own expense, maintain worker’s compensation with statutory limits, and employer’s liability with minimum limits of \$1,000,000 during the term of this T & C.
- (d) Liability Insurance. You shall, at Your own expense, maintain commercial general liability insurance (“Liability Insurance”). The Liability shall name Us as an additional insured and provide that said insurance is primary coverage and non-contributory with any coverage We have in force for claims You assume under Your indemnification obligations hereunder. Such insurance shall remain in effect during the course of this T&C, and shall include the following coverages: completed operations, contractual liability, and bodily injury liability. The policy shall provide an aggregate limit of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.
- (e) 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. 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 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 and non-contributory with any coverage We have in force for claims You assume under Your indemnification obligations hereunder.
- (f) Cancellation of Insurance. You or Your insurance company shall provide Us with notice of cancellation in accordance with the policy provisions.
- (g) Certificates of Insurance. Prior to Complete Custody and Control of the Props to You, You shall provide to Us a Certificates of Insurance confirming the coverages are in effect per this Section 6. All certificates shall be signed by an authorized agent or representative of

the insurance carrier.

(h) Subrogation. Each of the required policies shall contain an express waiver of any and all rights of subrogation that Your insurers may have against Us.

7. Compliance with Law and Regulations. You agree to comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the transportation or Use of said Props. Without limiting the generality of the immediately preceding sentence and by way of example, You shall at all times (i) display all necessary and proper placards; obtain all necessary permits; and (ii) keep, maintain, and retain all required logs and records. You shall indemnify and hold Us and Our Representatives harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your rental or Use of the Props including, without limitation, the full replacement value, as reasonable verified by the Parties and subject to Section 3 hereof of the Props in the event such Props are not returned in good condition following seizure or impound, including Our reasonable costs and reasonable outside attorney's fees. We represent and warrant that We shall collect from You and remit all applicable taxes required by each applicable state relating to the rental of the Props, including, without limitation, any applicable Use and Sales tax.

8. Valuation of Loss/Our Liability is Limited.

(a) Loss Valuation: Unless otherwise agreed per a separate writing, and not arising from or due to Our comparative negligence or willful misconduct, or of Our agents, contractors or Representatives, a breach of these T&Cs by Us, or a Pre-Existing Condition in any of the Props, You are responsible to Us for the full replacement cost value (actual cash value for vehicles) or 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. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, subject, however to Our provisions per Sections 2(b), 3 and 4 hereof as those terms and provisions are understood to control and supersede.

(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.

9. Identity. Subject to its discrete placement and not to create an aesthetic, visual or material impairment or interference with Your Use of the Props, We retain and reserve the right to place and maintain on the exterior or interior of each piece of Prop covered by this T&C the following inscription: *Property of Green Set, Inc.* You and Your Representatives shall not remove, obscure, or deface the inscription, label, or authorize any other person to do so without Our prior written approval.

10. 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, within 3 working days from such Notice, 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.

11. Return of Our Props to Us. 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 and appearance as when received by You, reasonable wear and tear excepted.
12. 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 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.

13. Entire T&C. This T&C and any attached schedules or exhibits or Our referenced Invoice(s), 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.
14. 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 Signature Resolution, ADR, or JAMS (“Arbitration Body”) 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 the selected Arbitration Body in accordance with the streamlined Arbitration Rules and Procedures of the selected Arbitration Body (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.
16. 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.

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

18. 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, 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.

19. 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.

20. 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.

21. 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.

22. 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 and/or Our performance under this T&C..

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.

23. Third Party Payor. In the event Our invoices, in whole or in part, are being paid by a third party (i.e., a person or entity other than or not affiliated with You), it is nonetheless understood and agreed that both You and the Third Party Payor are jointly and severally responsible for all monetary and payment covenants and obligations per the terms of this T&C. Further, if a Third Party Payor is also the party providing the COI and insurance coverage compliance per Section 6 hereof, You and the Third Party Payor are equally, jointly, and severally responsible for all covenants and obligations per the terms of this T&C.

**ACKNOWLEDGED AND AGREED BY
AUTHORIZED REPRESENTATIVE FOR THE PRODUCTION COMPANY**

Production Company

Date

Sign by
Authorized Representative
for the Production Company

Print Your Name

AUTHORIZED REPRESENTATIVE OF GREEN SET, INC:

Print Your Name

Signature

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GREEN SET, INC. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 11617 DEHOUNGE STREET | Requester's name and address (optional) |
| 6 City, state, and ZIP code NORTH HOLLYWOOD, CA. 91605 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|--|--|
| Social security number | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| OR | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">9</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">5</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">3</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">7</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">2</td> </tr> </table> | 9 | 5 | - | 4 | 3 | 6 | 4 | 7 | 6 | 2 | | |
| 9 | 5 | - | 4 | 3 | 6 | 4 | 7 | 6 | 2 | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 2019 |
|------------------|----------------------------|--------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.