

Green Set, Inc.

Lease/Rental Agreement Terms & Conditions

Please Read Carefully. You Are Liable For Our Property from the Time It Is In 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 currently entitled _____ (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: (i) 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 that existed prior to Your Complete Custody and Control thus rendering that Prop substantially unable to be used 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: We agree to defend, indemnify, hold harmless, and to the full extent of the law, release, You and Your agents, contractors or Representatives harmless from and against any and all claims, actions, causes of action, demands, rights, damages, injuries, and losses of any kind, costs, expenses and compensation judgments, subrogation or other damages, including, without limitation, for personal injury, illness, or property damage including court costs and reasonable outside attorney's fees (collectively "Your Claims") arising from Our, or that of Our agents, contractors, or Representatives' negligence or willful misconduct (except as a result of You or Your agents, contractors or Representatives' negligence or willful misconduct), a Pre-Existing Condition of a Prop, or the breach of these T&C's (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further performance or obligations herein). We agree to promptly notify You in writing of any third-party claim or demand ("TPC") for which We are seeking indemnification upon learning of such TPC, and upon Your request, We shall assume the defense of the TPC.
 - (b) During the time of Your Complete Custody and Control: You agree to defend, indemnify, hold harmless, and to the full extent of the law, release, Us and Our Representatives from and against any and all claims, actions, causes of action, demands, rights, damages, injuries, and losses of any kind, costs, expenses and compensation judgments, subrogation or other damages, including, without limitation, for personal injury, illness, or property damage including reasonable outside attorney's fees and court costs (collectively "Our Claims") arising from Your or that of Your agents, contractors, or Representatives' negligence or willful misconduct (except as a result of Our negligence or willful misconduct or the negligence or willful misconduct of Our agents, contractors or Representatives), or the breach of these T&C's (except Our breach of these T&C), or with respect to a Pre-Existing Condition in the Props. We agree to promptly notify You in writing of any TPC for which We are seeking indemnification upon learning of such TPC, and upon Our request, You shall assume the defense of the TPC.
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 or 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 loss 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 (except Your breach of these T&C which serves as a legal

excuse, estoppel, or waiver to Our further or any performance or obligations herein), or with respect to a Pre-Existing Condition in the Props. 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 agents, contractors, or Representative's failure to reasonably and prudently care for 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 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 Us. This Section and the occurrence of a loss shall be applicable to all other 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 taking 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 agents, contractors, or 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, and repair 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 the time of 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. We shall provide, if mutually agreed to by the parties and the cost of which is included in Our Invoice to You, Prop(s) delivery and pickup services and Prop(s) set up services (collectively, the "Services"), subject to Our/Your then pending COVID-19 protocols and procedures which may include, but not limited to, Us and Our employees, agents, or contractors performing the Services, at the date, time and location to be determined by You, subject to Your providing Us reasonable advance notification of the location (it being understood that You shall provide such location designation at the time of the signing of this T & C so that We can properly determine any additional delivery or travel expenses as part of the negotiated and agreed to charges and fees). 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 negligent or willful 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 may be required by law or otherwise specifically agreed by the Parties per this T&C; and 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 of the Props 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 reasonably 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 (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), (b) Our negligence or willful misconduct, Our agents, contractors or Representatives, or (c) a Pre-Existing Condition; (3) We have complied with and will continue to comply with all applicable and specifically pertaining federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, orders, licensing requirements and business codes, as well as all applicable manufacturer's specifications with respect to the subject matter of the T&C; (4) We shall, at Our sole cost and expense, replace or repair any Props that is not in good working order or condition at the inception of this T&C, as determined by Us in Our reasonable discretion; (5) all Services will be performed in a professional, timely and competent manner; and (6) We agree to comply with Your existing Safe Work Practices and Guidelines, should any exist at the time of signing this T&C and any "Stay Healthy Work Safe Guide and You will provide these documents to the attention of Our attention prior to the signing of this T&C for our review and consideration.

6. Your Requirements to Provide Insurance:

- (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 Your insurance policy 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 required insurance specified in this Section 6, You are not relieved of Your obligation under Sections 2 (b), 3 and 4 above. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic breach of this T&C, provided, however, upon Our receiving notice of lapse or cancellation and such notice to Us is promptly served upon us, We agree to provide written notice to You and permit You a reasonable opportunity to cure, again only if notice to Us was served promptly, any breach or non-compliance hereunder. The grant by You, and subject to our prior consent which may be unreasonably withheld, conditioned or delayed and further subject to our sole and unfettered discretion, of a sublease, license, or similar type of arrangement of the Props rented/leased to You shall not affect, limit, relieve, or excuse Your obligation to procure insurance on Our behalf, or otherwise affect any of 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 received 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 not limit 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 obligations and covenants per this T&C and indemnification obligations hereunder.
- (c) Workers Compensation Insurance. You shall, at Your own expense, maintain workers' 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" or "Liability Policy"). The Liability Policy 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 arising from acts and/or omissions per Sections 3 and/or 4 above and Your Section 2(b) indemnification obligations hereunder. Such insurance

shall remain in effect during the course and term 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 arising from acts and/or omissions per Sections 3 and/or 4 above and Your Section 2(b) 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. (You will endeavor to obtain Your insurer’s waiver, however disclose that You have neither control nor right to require Your insurer’s waiver of rights to subrogation).
 - (i) Self-Insurance. It is understood that We shall maintain Our own insurance coverages per Section 7 of this T&C and that nothing contained in this Section 6 is intended for You to provide insurance coverage for Our indemnification obligations hereunder.
7. Our Requirements to Provide Insurance. Upon execution of this T&C, We shall furnish Certificates of Insurance adding You as an additional insured on the following policies, except for Workers’ Compensation which requires proof only:
- (a) Commercial General Liability Insurance, including premises operations, completed operations/products, contractual liability and independent contractors’ coverage with a combined single limit for Bodily Injury and Property Damages of \$2,000,000 per occurrence.
 - (b) Comprehensive Automobile Liability, including all owned, leased, hired and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
 - (c) Statutory Workers’ Compensation Insurance in accordance with the requirements of the applicable state law, including Employers’ Liability coverage, with limits of liability not less than \$1,000,000.

Coverage shall be considered primary and not excess of or contributory to any other insurance afforded by You, shall provide that You are to receive written notice of cancellation in accordance with Our policy provisions or any material change in the designated insurance coverages, and shall provide for a waiver of any right of subrogation against You. We have neither control nor right to determine Our insurer’s waiver of subrogation, however will endeavor to process with Our insurer(s). The protection afforded to You by being named as an additional insured under Our insurance policies shall be limited to and shall be no greater than the protection afforded by Our indemnification obligations herein. It is

understood that You shall maintain Your own insurance coverages per Section 6 of this T&C and that nothing contained in this Section 7 is intended for Us to provide insurance coverage for Your contractual and indemnification obligations hereunder.

8. 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, per Section 2(b) above, 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 reasonably verified by Us and subject to Section 3 hereof, of the Props in the event such Props are not returned or not returned in good condition following seizure or impound, including Our reasonable costs and reasonable outside attorney's fees, except as a result of Our comparative negligence or willful misconduct or the comparative negligence or willful misconduct of Our agents, contractors or Representatives, or the breach of these T&C's by Us (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), or with respect to a Pre-Existing Condition in the Props. 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.

9. Valuation of Loss/Our Liability is Limited.

(a) Loss Valuation: Unless otherwise agreed per a separate writing signed by Us, and not arising from or due to Our comparative negligence or willful misconduct, or that of Our agents, contractors or Representatives, a breach of these T&Cs by Us (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), 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, occasioned by and if such repair or replacement is due to, in whole or in part, Your negligence or willful misconduct. If there were a reasonable belief a theft has occurred, You shall promptly file a police report. Loss of Use shall be calculated at the rental rate provided for in the Invoice and 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, 3, 4 and 5 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.

10. 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 the Invoice and 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.

11. 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 dispatched Notice to You. 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, provided We have provided You prior Notice and a reasonable opportunity to cure such Default other than the payment of money in which there is no grace period. You further agree that the continuation of Our performance hereunder after Our discovery of Your Default shall not constitute a waiver or operate in any form of estoppel with respect to Our later assertion of the right to cease or suspend such performance at any time so long as such Default has not been cured, other than if this T&C is terminated by Us. In addition to those items and matters, including rental fees, which We determine to be due and owing by You, You are 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 to the extent You are contractually obligated or to indemnify Us hereunder.

12. Return of Our Props to Us COVID-19 Criteria Compliance. Upon the expiration of this T&C, You shall return, or upon agreement between us We will retrieve, the Props to Us, together with all accessories, free from damage or disrepair caused by You or Your agents, contractors, or Representatives and in the same condition and appearance as when received by You, reasonable wear and tear excepted. In light of the current COVID-19 conditions, We have developed certain criteria and protocols relative to Our Props, both organic and inanimate in nature.

Organic Props (plants, trees, etc.): Organic Props shall not be sanitized in any manner, whether by spray products or sanitary napkins, etc., however, the pots and containers, or such other inanimate objects to which the organic Props are placed or situated are permitted to be sanitized by hand wipes or spray (and so long as the spray does not contact in any manner the organic Props).

13. 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 to the Invoice as the subject matter of this T&C as mutually agreed 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 or Invoice must be in writing and signed by both Parties. Other than this amendment procedure, this T&C cannot be amended, modified, or altered in any manner except in writing signed by both Parties.

14. Entire T&C. This T&C, when fully executed by the Parties, along with 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.

15. Applicable Law. This T&C will be deemed executed and delivered in Los Angeles, California, and governed by the laws of the State of California.

16. 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 for at least fifteen (15) years 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.

17. 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.

18. 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.

19. 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 or an event of Default of this T&C by You or Your Representatives, the damage, if any, caused to 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) Exception to Provide for Injunctive and Equitable Relief. Irrespective of any of the provisions contained in the immediately preceding paragraph 19(a) and notwithstanding anything contained to the contrary in this T&C, We expressly retain and reserve the right to seek, and are entitled to, equitable relief against You and Your Representatives with respect to the recovery, restitution, or replevin of Our Props which may remain in Your Complete Custody and Control should You be in Default of this T&C or if no event of Default however events have resulted in Your suspending use of the Props (e.g. a *force majeure* event).

20. Use of Props. You may incorporate the Props in Your Productions, if applicable, 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.

21. 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.

22. Rights in the Recordings. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with Your Use of the Props (the "Footage") shall be and remain the Your sole and exclusive property. 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.

23. 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, and provided that Our Props are returned to Us or We are authorized by You to retrieve and recover Our Props, You shall have no further obligations to Us hereunder, other than the payments of money due Us for Use of the Props per the terms hereof and such obligations which survive termination, e.g. Sections 2,3,and 4 hereof; and We shall immediately refund, as may be appropriate, 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 should termination occur prior to actual delivery to You of the Props.

24. Force Majeure: If, whether or not existing, known, foreseen or foreseeable, at the time of contracting, during the process of delivering the Props to Your designated location, during the term of this T&C, and/or Your use of Our Props, there is a happening, event or occurrence as a result of an act of God, *force majeure*, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, either party's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond Your or Our control (collectively, "Force Majeure Event") in which either party is prevented, interfered with, impeded, constrained, limited, or delayed from either party's performance or obligations under the terms of this T&C- other than payment or remittance of money, insurance and liability- including, without limitation: (i) timely delivering of the Props to Your designated location or (ii) using the Props and/or Services to be provided by Us hereunder, the Party asserting benefit of the Force Majeure Event shall have the right, exercisable in its sole discretion, to: (x) terminate this T&C with no further obligations hereunder (excluding those provisions which survive termination hereof, monetary obligations, and other than to pay Us for use of the Props and for Services rendered prior to termination) or (y) to suspend the Services and rental compensation to Us hereunder; and further, if mutually agreed, to extend the period of time during which We are required to provide the Props or Services. For the sake of clarity, if a government entity orders a shutdown, restricting You and/or Us from working or operating the respective business, no rental fees will be imposed during this period, until the government entity lifts or rescinds the shutdown.

To the extent allowed by law or government order, and/or either Party's reasonable determination of risk to public health or safety, the Parties agree to negotiate in good faith the prompt pick-up or return of the Props

