

ADIUVO PRODUCTIONS

95 HORATIO ST. - #7K

NY, NY 10014

WWW.ADIUVOPRODUCTIONS.COM

Terms and Conditions

1. "Lessee" (Customer) named in the attached invoice agrees to rent from ADIUVO Productions, LLC. (hereinafter called "Lessor") certain motion picture equipment as set forth in the attached invoice for the term set forth herein and at the rate set forth herein. This Rental Agreement is subject to the following additional terms and conditions.

2. Minimum Rental Period: Unless otherwise agreed, payment shall begin on the date specified in the invoice for delivery of equipment and shall continue until the equipment is returned. Lessee agrees to return said equipment on the date specified in the invoice. Irrespective of any arrangements with respect to number of rental days, full daily rates shall be charged for each day and each piece of equipment not returned after the date specified for the return of the equipment. A full additional day's rental will be charged for any equipment not returned by 10:00 a.m. When on a daily schedule, daily rates will be charged for each day, Sundays and Holidays included if the equipment is used. The daily rate will be charged for each full day or any portion thereof.

3. Payment: Terms of payment are on day of pick up. Payments due for 5 days or more shall be considered past due. For each month or part of a month thereafter an interest rate of 10% per month shall be charged and an administrative charge not to exceed \$50 will be added to the amounts due. Lessee agrees to pay Lessor at Lessor's place of business or as directed by Lessor the rental fee for said equipment for not less than the minimum rental period as defined in the invoice and for such additional time thereafter until the Lessee returns said equipment to the Lessor's place of business as provided herein. Lessee shall pick-up and return said equipment on the dates set forth in this Invoice. Lessee agrees to pay for missing and/or damaged equipment within 7 days after billing. Lessor shall be entitled to compensation not to exceed the lease payments for any losses Lessor may sustain because of the Lessee's cancellation of all or part of an order.

4. Use of Equipment: Neither this lease, nor lessees' rights hereunder shall be assignable except with lessor's written consent. The conditions thereof shall bind any successors and permitted assigns of lessee. Lessee shall not sublease said equipment nor any part thereof without written consent of lessor, inasmuch as lessor agrees that this equipment is rented for the purpose of lessee's use only.

5. Delivery and Return: All equipment shall be picked up by Lessee at Lessor's place of business. All risk of loss while the equipment is away from the Lessor's premises shall rest with the Lessee. Lessor is authorized by Lessee to act as agent for Lessee in arranging shipment for the delivery of said equipment. Lessor agrees to deliver to Lessee or its authorized agent, or to ship the rented equipment in a manner specified by Lessee within the time period agreed upon. Lessor is not responsible for non-availability or shipping delays of said equipment, nor for any failure of Lessee, its agents or authorized or designated carrier to accept or pick up said equipment. Delivery to the Lessee shall be deemed complete at the Lessor's premises on execution of this Invoice, when the equipment rented is placed on Lessee's transportation or released to a carrier arranged by the Lessee or Lessor. Lessee agrees to prepay all shipping charges and other expenses, including insurance of shipping; but Lessor will not, unless otherwise agreed, arrange insurance for the course of transit. Lessee bears all risks of loss or damage to the equipment from the time of delivery to Lessee, as defined above, until the return of said equipment to Lessor's premises during normal business hours. Collect shipments will not be accepted or considered returned without prior approval of Lessor. Return of said equipment will be deemed complete when all

equipment has been returned to the Lessor's place of business and checked in by Lessor to ascertain satisfactory condition. Lessee shall register all shipments out of country with the U.S. and foreign customs and must provide Lessor with copies of all registration. No allowance will be made for any time lost due to improper documentation, or foreign or domestic customs impoundment, or confiscation by any government agency.

6. No Warranties: Lessee acknowledges that the equipment listed herein has either been examined and tested by a representative of the Lessee, or that the opportunity to examine and test said equipment was permitted; and that said equipment is in good, workable condition and accepts the same "as is" without any reduction in rental fee or claims therefore. Lessee acknowledges that this equipment is leased without warranty or guarantee of any kind, express or implied. Lessor assumes no responsibility, express or implied, in fact or in law, for the performance or nonperformance of said equipment other than as expressly agreed herein; whether the failure is caused by the negligence of the Lessee, the Lessor or any other person or entity. Lessee agrees to notify Lessor immediately upon discovery that equipment is not in workable condition and to return all such nonworking equipment to Lessor at Lessee's sole cost and expense. Lessee expressly agrees to bear all risk of loss, direct and consequential, for any equipment found to be not in workable condition. Lessor's only obligation shall be to use reasonable efforts to repair or replace any damaged or defective equipment where such defect existed at the time of delivery and was not readily apparent upon inspection; or to refund all or part of any rental payment for such defective equipment.

7. Indemnity: Lessee agrees to and does hereby indemnify and hold Lessor, its officers, agents and employees, harmless from and against any and all losses, damage claims, demands of liability of any kind or nature whatsoever, including legal expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment rented, and by whomsoever used or operated during and after the term hereof excluding those matters arising from the sole negligence or sole willful conduct of Lessor. This indemnification shall continue in full force and effect during and after the term of this lease for causes arising during the term of this lease.

8. Insurance: Lessee shall at its own expense, provide and maintain in full force and effect insurance covering the equipment rented hereunder for full replacement costs without depreciation and for loss of rents of said equipment, from the date of this Lease until the equipment is actually returned, including any damage while the equipment, is in transit or storage. The coverage shall be in effect while lessee its agents or employees inspect or handle the equipment at lessor place of business prior to the commencement of the rental. Said insurance shall name Lessor as loss payee, and the rights of Lessor under such insurance shall not be affected by any act or neglect or breach of condition by the Lessee. Such insurance shall be written by reputable insurers, with any deductible and/or policy limit as specified by Lessor. Said insurance shall cover all risks of theft, physical loss or damage, and Lessee is solely responsible to cover and pay any deductibles the insurance company's policy set. Lessee shall also name Lessor as an additional insured as regards liability insurance and Lessee's liability insurance shall be issued on a non-contributory basis and deemed primary insurance in the event of any claim or suit. Lessee shall provide to Lessor a certificate of insurance in compliance with this paragraph prior to delivery of the equipment. Notwithstanding this paragraph, Lessee shall remain primarily liable to Lessor for full performance under this Lease. Lessor may enforce its remedies directly against Lessee without resort to insurance. Date of payment of claim by Lessee's insurance carrier shall be deemed the primary factor for appraising the amount of loss of rental income, as well as a primary factor in determining the replacement cost, feasibility and availability of replacement equipment. No reduction of the amount of a claim will be allowed by reason of the fact that replacement was less at the time of a loss than at the time of receipt of Lessee's insurance carrier's payment for said loss. Lessor retains rights decide where and how to repair its equipment.

9. Loss & Damage: If rented equipment is returned to the Lessor's premises in a damaged or non-working condition, the lease period shall be extended by the shortest reasonable time necessary to correct or

repair such damage. The extended rental period shall apply only to the damaged or non-working item, unless said item forms an integral part of another piece of equipment. Rental payments for the said individual item(s) shall accrue at the full rental rate for that item, irrespective of any package discounts or other discounts given at the inception of the lease agreement. In the event that any of the rented equipment is lost, stolen, damaged beyond repair, destroyed or missing equipment shall apply whether the loss, damage or destruction is caused by or results from the active or passive fault of the Lessee or through no fault of the Lessee. Any equipment which is lost, damaged or destroyed by Lessee or its agents or employees, while on the Lessor's premises shall be deemed to have been lost, damaged or destroyed while in the Lessee's possession.

10. Title: Title to all equipment named herein is retained by the Lessor. Lessee covenants that it will not assign, pledge or encumber said equipment in any manner whatsoever, nor permit any liens to become effective. Accrued rental fees do not apply toward the purchase of said rented equipment.

11. Inspection by Lessor: Lessor shall have the right to inspect the rented equipment at any time during the rental period defined in the Lease. Lessee shall make any and all arrangements necessary to permit Lessor access to the location of said equipment. Any breach of this provision shall be deemed material and entitle the Lessor to exercise any of the remedies set forth in this Lease.

12. Screen Credits: Lessee agrees that if the nature of the film project is such that credits are given on the release prints, then ADIUVO Productions, LLC. shall be given such credit equal in size to any other technical credits, including color and laboratory credits.

13. Default or Breach of Terms: In the event of default by Lessee in payment of rent hereunder, or Lessee's breach of any terms of this lease, or if Lessee shall assign or attempt to assign said equipment or any interest therein, as security or otherwise, or if any lien or encumbrance is placed against said equipment by any person or entity claiming rights against Lessee, or if Lessee becomes insolvent or executes an assignments for the benefit or creditors, or if a voluntary or involuntary petition in bankruptcy is filed by or against Lessee, or if Lessee misuses or mishandles said equipment, or damages same, or attempts to remove said equipment from the State of New York without the consent of Lessor, then Lessor may at its option exercise one or more of the following remedies: a) Declare the entire amount of rentals due and payable from the time of said breach; b) Sue for and recover all rents or other sums due or to accrue thereafter under the terms of this Lease; c) Take possession of the said leased equipment without demand or notice and without liability for trespass or other damage in connection with the taking thereof. (The exercise of any of the foregoing remedies shall not terminate this Lease unless Lessor notifies Lessee thereof in writing.) d) In the event Lessor terminates this Lease by reason of Lessee's breach of this lease Lessor may recover from Lessee the value at the time of termination of the rent reserved for the balance of the rental term over the rent Lessor is actually able to secure for the said equipment or, if Lessor is unable to re-rent said equipment for the balance of the rental over the reasonable rental value; e) Lessor may pursue any other remedy at law or in equity and all such remedies are cumulative and may be exercised concurrently or separately. In the event Lessor is required to take any action, to enforce any legal rights or provisions of this Lease or to secure payment for damages or loss of rents, including arbitration or other steps, Lessor shall be entitled to attorney fees and costs incurred by it, whether Lessee or, Lessee's Insurer is ultimately responsible for the dispute or payment.

14. This lease agreement shall be deemed to have been made in New York City, New York, irrespective of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties here determined, in accordance with the laws of the State of New York.

15. Headings: The headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

16. Entire Agreement: This contract expresses the entire agreement between the parties and any changes must be in writing. No person has any authority to make or has made any representation, warranty or agreement on behalf of either parties which is not specifically herein set forth and this Lease is deemed not to have been executed in reliance upon any such representation, warranty or agreement. This Lease may not be modified except by an instrument in writing signed by both parties.