

Rental Agreement

Lessee, as set forth below, and Empire Props Ltd, hereby agree as follows:

1. The Lessee will rent the Props from Empire Props at the rates listed on the attached schedules, rate sheets, or as posted electronically on the Empire Props website.
2. The Lessee will use, operate, and store the Props only in the manner in which they are intended to be used and for the purposes as advised by Empire Props.
3. The Lessee will assume responsibility for any and all damage or loss to the Props while they are in the Lessee's possession, including while in transit, in use at the Lessee's location, or in storage.
4. The Lessee will not modify the Props in any manner whatsoever unless it has received prior written consent from Empire Props to do so. If the Lessee has received Empire Props written consent to modify the Props, the Lessee will be solely responsible for all liabilities which may arise from, or in connection with, the modification of such Props. Unless otherwise agreed upon, the Lessee will be responsible for restoring such modified Props to their original condition. If the Lessee fails to restore such modified Props to their original condition prior, the Lessee will be charged for the costs associated with the repair of the modified Props to their original condition, or the cost of replacing such Props, whichever is less.
5. The Lessee agrees that if the Props are returned to Empire Props in need of repair, beyond damage that results from reasonable wear and tear, the Lessee shall pay a repair fee for the actual costs incurred by Empire Props for repairing the damaged Props. If Empire Props, in its sole discretion, determines the damaged Props cannot be repaired, the Lessee shall pay a replacement fee for the actual costs incurred by Empire Props for replacing the damaged Props with new or used Props, which, in Empire Props' sole discretion, are of the same kind and quality.
6. The Lessee will obtain any permission and clearances necessary to display trademarks or other protected intellectual property in connection with the Props.
7. The Lessee will indemnify and hold harmless Empire Props from any and all claims of any kind or type brought by any person(s) or entities regarding any use of the Props, including, but not limited to, any claim liability, loss, costs, damages, expenses, or claims arising directly or indirectly out of, or in connection with the Props rented by the Lessee, its agent, servants, contractors, representatives, guests, invitees, or Lessees.
8. Empire Props acknowledges that the Lessee, and its successors, has the right to use the Props in connection with the Production in any manner and media, including without limitation, in connection with any advertisements, promotions, publicity or other material relating to the Production.

9. In the event of a breach or alleged breach of this Agreement, the rights and remedies of Empire Props shall be limited to the right, if any, to obtain monetary damages at law and Empire Props shall not have the right to enjoin or restrain the development, advertising, promotion, merchandising, distribution, exhibition or exploitation of the Production. The rights granted to Lessee under this Agreement may be freely assigned and licensed by Lessee in the whole or in part to any party.

10. In the event of a Force Majeure, as the term is customarily used, including, without limitation, pandemic, including COVID-19, civil authority order or regulation Lessee shall have the right, by written notice to Empire Props, to suspend the terms of, or terminate this Agreement and, as long as the Props are returned to Empire Props during any suspension, the effective date of such action shall be as set forth in such notice. At the end of this period of interruption, Lessee shall have the right to re-establish the operation of this Agreement by written notice to Empire Props and resume payment of compensation.

11. Any dispute arising out of or in connection with this Agreement will be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the Arbitration Act (British Columbia), as amended. The decision of the Arbitrator on any submitted issue will be conclusive, final and binding on all parties. All costs of arbitration will be borne equally between the parties.

AGREED AND ACKNOWLEDGED:

Signature: _____

Name of Lessee

Authorized Representative: _____

Production Company: _____

Production Name: _____

Date: _____