

ENCHANTED STUDIO PROPS, LLC RENTAL CONTRACT

The following terms and conditions apply to all artwork rentals ("Artwork" or "Artworks") by Enchanted Studio Props, Limited Liability Corporation (ESPLLC)

- 1) Rental agreement: This is a rental agreement only. The Renter hereby acknowledges and agrees that it is renting the Artworks only and is not purchasing them. Title to the Artworks will not transfer to the Renter and at no time will the Renter own the Artworks. Additional Artworks may be incorporated into this Agreement at the agreement of the parties.
- 2) Term: The Term of this Agreement is set forth on the reverse side hereof, provided however that the term of this Agreement shall not be less than one (1) week and shall be in the multiples of full weeks. A fraction of a week shall count as a full week. A week shall begin on the opening of ESPLLC's business on the day during which Artwork and/or Artworks are picked up or delivered pursuant to this rental agreement and shall end as of the close of ESPLLC's business seven (7) days later. Should ESPLLC not be open for business on the aforementioned seventh (7th) day, then such rental week shall end as of noon on ESPLLC's first business day following said seventh (7th) day. All Artworks rented hereunder must be returned by such date.
- 3) Rental Price: Renter agrees to pay ESPLLC a weekly rental for each Artwork set forth on the Invoice/Rental Contract. Please note no refunds will be issued once items have left our premises.
- 4) Risk of loss and insurance: Risk of loss of or damage to the Artwork or Artworks shall be solely that of the Renter upon pick up or delivery of the Artwork or Artworks to the Renter. In the event of any damage to or destruction of the Artwork or Artworks while in possession and/or custody of the Renter, Renter shall pay ESPLLC for the cost of repair or replacement of any damaged or destroyed Artwork. Such payment shall be in addition to any rent due hereunder. ESPLLC, in its sole discretion, shall have the option of repairing or replacing any damaged or destroyed Artwork. Any failure of ESPLLC to repair or replace any damaged or destroyed artwork shall not relieve the Renter of its obligations hereunder including the payment of rent and the estimated cost of repair or replacement. Renter shall provide all-risk insurance on all Artworks listed on the reverse side hereof and shall insure the Artworks on a "wall-to-wall" basis, for the full rental period (including packing and shipping), for the value of the Artworks as stipulated in writing by Renter on the reverse side hereof.
- 5) Disclaimer and indemnity: Except as otherwise expressly provided herein, ESPLLC warrants to have the right to rent all artwork on this contract to all territory/all media. ESPLLC shall not by virtue of renting the Artwork or Artworks covered by this Agreement be deemed to have made any representation or warranty as to the merchantability, fitness, designs, or condition of, or as to the quality of the material or workmanship in any such Artwork and/or Artworks. ESPLLC shall not be liable to the renter for and the Renter shall assume the defense of, indemnity, and save harmless ESPLLC, its officers, employees, and agents, and each and everyone of them, from and against any and all actions, damages, costs, claim, loss, injury, expenses, and liability of any kind or nature (including, without limitation, incidental and consequential damages, loss of business, court costs, reasonable outside attorney's fees, and costs of investigation) that arise directly or indirectly, in whole or in part, from (a) Renter's negligence or willful misconduct, (b) the inadequacies or improper construction of any Artworks used for any purpose; (c) any deficiency or defect in any Artworks and/or their materials.
- 6) Transportation and Delivery: Renters shall pick up from and deliver all Artworks to ESPLLC's place of business during normal working hours. Renters shall be responsible for and pay any and all packing, shipping, and delivery charges and costs, and insurance costs. Risk of loss or damage incurred in the delivery and return of Artworks shall be the responsibility of the Renter.
- 7) Instructions for Art: The Renter will follow all instructions regarding the use of the Artwork or Artworks.
- 8) Short Titles: The paragraph headings herein are for reference only and shall not affect the meaning or interpretation of this Agreement.
- 9) Governing Law and Forum Selection Clause: This Agreement shall be governed by the laws of the State of California and any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Agreement or relating to the transactions contemplated hereby shall be resolved in Los Angeles, California.
- 10) Attorney Fees: Should any litigation or arbitration be commenced between or among the parties to this Agreement or the rights and duties of any party in relation thereof, the prevailing party in such litigation or arbitration shall be entitled in addition to such other relief as may be granted to a reasonable sum as and for its reasonable outside attorney's fees and out-of-pocket costs in such litigation or arbitration which shall be determined by the court or arbitrator in such litigation or arbitration or in a separate claim brought for that purpose.
- 11) Assignment and delegation: The Renter may not assign any rights or delegate any duties herein without the express written consent of ESPLLC.
- 12) Failure to object not a waiver: The failure of either party to enforce, at any time, or for any period of time, any provisions of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
- 13) Notice: All notices pertaining to this Agreement shall be in writing and shall be deemed to have been given when made in writing and personally delivered or deposited in the U. S. mail, certified or registered postage pre-paid and addressed to the other party at the address set forth on the reverse side hereof. Such addresses may only be changed by written notice as provided herein.
- 14) Copyright: All items have been cleared in terms of a copyright release to the best of ESPLLC's knowledge.
- 15) COVID Compliance: All artworks are disinfected, then placed in a sanitized art envelope prior to pick up by the production crew. Artworks are fragile and should never be treated or subjected to chemical cleaners, sprays, chemical fogging machines or UV lights as this may damage the artworks. Please wear clean gloves when handling artworks to ensure it remains clean on set. The padded art envelopes may be disinfected. Artworks are quarantined upon return.
- 16) Entire agreement: This agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes all prior agreements relative hereto.