

## **ENCHANTED STUDIO PROPS, LLC RENTAL CONTRACT**

The following terms and conditions apply to all rights granted hereunder and all artwork rentals ("Artwork" or "Artworks") by Enchanted Studio Props, Limited Liability Corporation (ESPLLC) to \_\_\_\_\_ ("Renter") and its successors, licensees, and assigns the full and complete right in perpetuity throughout the universe the Artwork or Artworks in and in conjunction with the production of the currently entitled, \_\_\_\_\_ (the "Production").

- 1) Rental agreement: This is a rental and license agreement. 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. ESPLLC hereby represents and warrants that the Artwork is free from defects and is in good working order and ESPLLC has complied and will continue to comply with all applicable federal, state and local laws, rules regulations, ordinances, directives, guidelines, orders licensing requirements and business codes. ESPLLC hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including , but not limited to any and all copyrights and trademarks (excluding recognizable third party logos), that it is authorized to enter into and execute this agreement, that the consent of no other person or entity is required to enable Renter to use the Artwork as described herein, and that such use will not violate the rights of any third parties.
- 2) Term: The Term of this Agreement is set forth per each invoice with approved purchase order numbers provided by the production office, 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, reasonable wear and tear excepted, while the Artwork or Artworks are in the actual custody and control of Renter, except to the extent arising out of or resulting from any defect of the Artwork or Artworks, or the negligence or willful misconduct of ESPLLC, its employees, agents, contractors or representatives, or a breach by ESPLLC of any term, condition, representation or warranty under this agreement. In the event of any actual, verifiable, or substantiated damage to or destruction of the Artwork or Artworks while in the actual control, possession and/or custody of the Renter, Renter shall pay ESPLLC for the actual and reasonable cost of repair or replacement of any damaged or destroyed Artwork, reasonable wear and tear excepted. Such payment shall be in addition to any rent due hereunder. ESPLLC, in its reasonable discretion, shall have the option of repairing or replacing any damaged or destroyed Artwork, upon written notice to Renter. 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, reasonable wear and tear excepted, while the Artwork or Artworks are in the actual custody and control of Renter, except to the extent arising out of or resulting from any defect of the Artwork or Artworks, or the negligence or willful misconduct of ESPLLC, its employees, agents, contractors or representatives, or a breach by ESPLLC of any term, condition, representation or warranty under this agreement. Renter shall provide all-risk insurance on all Artworks listed on each and every invoice and shall insure the Artworks on a "wall-to-wall" basis, for the full rental period (including packing and shipping), while in renter's care, custody, and control for the value of the Artworks as stipulated in writing by Renter on each and every invoice for the above named production. Notwithstanding anything to the contrary contained in this agreement, in the event Renter is responsible for the loss of or damage to the Artwork beyond reasonable wear and tear as provided hereunder, Renter shall only be liable for the lesser of " (i) the reasonable fair market value of the Artwork lost, damaged or destroyed (as applicable), or (ii) the actual and reasonable cost to repair the Artwork damaged or destroyed (if repairable, as determined by Renter's insurance adjuster, in its reasonable judgement). /in no event will Renter be liable for any special, incidental, consequential, exemplary, or punitive damages, or any claim for loss of profits, lost business, loss of use or lost business opportunities, even if ESPLLC has been advised of the possibility of such damages.

5) Disclaimer and indemnity: ESPLLC warrants to have the right to rent all artwork Invoiced 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, it's officers, employees, and agents, from and against any and all actions, damages, costs, claim, loss, injury, expenses, and liability of any kind or nature (including, without limitation, court costs, reasonable outside attorney fees, and costs of investigation) that arise directly or indirectly, in whole or in part, from a breach a breach of this agreement by Renter. ESPLLC hereby agrees to defend, indemnify, hold harmless, and to the full extent of the law, release, Renter, its parents, subsidiaries and affiliated companies, and the directors, officers, agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, attorneys' fees and costs) including, without limitation, for personal injury, illness, or property damage to the Artwork or other property, in any way arising out of or resulting from breach by ESPLLC of any term, condition, representation or warranty under this agreement, or the negligence or willful misconduct of ESPLLC, its employees, agents, contractors or representatives or any defect of the Artwork. The provisions of this paragraph shall survive the termination of this Agreement. Vendor agrees to notify Producer in writing of any third-party claim or demand for which Vendor is seeking indemnification promptly upon learning of its existence, and upon Vendor's request, Producer shall assume the defense of the claim or demand.

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 actual and reasonable packing, shipping, and delivery charges and costs, and insurance costs.

7) Instructions for Art: The Renter will follow all applicable instructions regarding the use of the Artwork or Artworks given to Renter in advance in writing.

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 thereto, 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 copyrights 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. The rights herein granted shall extend to and include Renter's use of the Artwork as a portion of the Production, and in any related productions (including, without limitation, those intended for the internet), throughout the universe in all manner and media whatsoever, whether now known or hereinafter devised, and in any advertising promotion and publicity relating to said Production, free and clear of any and all claims for royalties, residuals, or other compensation. Renter shall have the sole right to determine the manner in which the Artwork shall be used in the Production and shall not be obligated to use Artwork as part of the Production or to broadcast the Production.

15) Renter shall have the right to cancel this Agreement at any time prior to the distribution of Artwork or Artworks from ESPLLC's place of business. Upon Renter's cancellation of this Agreement, neither Renter nor ESPLLC shall have any obligations whatsoever under this Agreement. Paragraphs 1, 5, 13 and 15 shall survive the cancellation or termination of this Agreement.

16) Force Majeure: If whether or not existing, known, foreseen or foreseeable at the time of contracting, 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, Renter's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond Renter's control, Renter is prevented from using the Artwork or Artworks provided by ESPLLC hereunder, Renter shall have the right, exercisable in its sole discretion, to terminate this Agreement with no further obligations hereunder (other than to pay ESPLLC for use of Artworks prior to termination), or to suspend the service and compensation of ESPLLC hereunder, and further, if Renter so elects to extend the period of time during which ESPLLC is required to provide Artworks hereunder.

17) COVID-19 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.

18) Entire agreement: This agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes all prior agreements relative hereto.

Rental Contract agreed and accepted by:

Renter: Universal Television LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor: Enchanted Studio Props, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_