TERMS AND CONDITIONS

RENTER hereby rents from LCW PROPS those items, props, equipment and accessories described on the Rental Invoice under the following terms and conditions and agrees, by RENTER'S signature below to same:

1. **GENERAL TERMS**: RENTER'S signing of the Rental Invoice represents that RENTER has examined the props, equipment and accessories ("equipment") being rented and agrees that the equipment is the correct equipment being ordered by RENTER, is in good and usable condition and is free from any damage or conditions not noted on the Rental Invoice. RENTER agrees to return equipment to LCW PROPS on or before the date shown for "rental return" in the same condition and good working order as it was provided to RENTER. Payment for the equipment is due and payable upon receipt and delivery of the equipment, unless other arrangements are made prior to that time. As used herein, the rental period shall commence on the day the equipment is picked up by RENTER from LCW PROPS, and shall continue until said equipment is returned, even if that is beyond the date noted in the rental agreement. Any rental days the equipment is retained past any rental period noted in the rental agreement shall automatically become a condition in the rental agreement without further amendment or authorization. The rental period is concluded on the date that the equipment is returned.

2. **PAYMENT**: Payment for the rental of the equipment shall be by check, cash, credit card, or any other terms agreed with LCW PROPS prior to delivery of the equipment to RENTER, unless a credit account/open Purchase Order has been established with LCW PROPS, in which case with a PO Account, the terms are Net 30 – payment/balance is due 30 days from when order is picked up. Any payment that is not timely presented will be subject to a 1.5% per month interest charge until paid. Unless otherwise agreed on the rental invoice, all rentals will be billed/charged as follows: Week One – full rental price; Week Two and Three – ½ full rental price; Week Four – no charge; Week Five to date of return – ½ full rental price. Cancellation of the rental of an equipment rental agreement must be made not less than 24 hours prior to the start of the rental period. RENTER agrees that if the rental agreement is cancelled after 24 hours prior to the anticipated commencement of the rental period, a 25% of the rental agreement charge will be assessed as a "restocking" charge and RENTER agrees to pay this sum to LCW PROPS.

3. **LIABILITY**: Prior to delivery of the equipment, RENTER shall present to LCW PROPS a Certificate of Insurance ("COI") in a single limit of not less than $1,000,000 and naming LCW PROPS as an additional insured or the holder of the certificate. The COI may be presented by fax, e-mail or personal delivery. If a COI is not presented, LCW PROPS may require a deposit check/charge on credit card equal to the total stated value of the equipment as listed on the rental invoice, which deposit check/credit card charge shall be held pending the return of the rental equipment.

4. **EQUIPMENT CONDITION**: Once the equipment is accepted for delivery by RENTER, it is agreed that if the equipment is determined by RENTER to be not suitable for Renter's use, or is defective, or is in need of repairs, RENTER shall have no claim, and waives any such claim, against LCW PROPS for damages that may be caused by such condition. RENTER further agrees that the equipment described in the rental invoice and delivered to RENTER is the correct equipment ordered by RENTER, and that if any equipment is lost or damaged during the rental period, LCW PROPS shall notify RENTER of the description of such damage and the amount necessary to repair same, and RENTER agrees to repair same at its/his/her sole cost and expense prior to return of the equipment and/or to authorize such repair after return of the equipment at RENTER'S sole expense. RENTER agrees that the equipment shall be returned in the same condition as it was presented to RENTER and that any loss or damage will result in either the filing of a "loss and damage claim" under the COI, including if there is a failure to present payment as agreed to herein, or the cashing of any deposit check being held as collateral by LCW PROPS, unless other arrangements are noted on the rental invoice.

5. **INDEMNITY/ASSUMPTION OF RISK**: RENTER agrees to indemnify and hold harmless LCW PROPS from any and all claims of any kind or type brought by any person(s) or entities regarding any use of the equipment, including, but not limited to, any claim for malfunction and defect in the performance or use of the equipment during the rental period. RENTER agrees to use, operate, and store each piece of equipment described in the rental invoice in accordance with its manufacturer's operating procedure and only in the manner in which said equipment was intended to be used, and agrees to assume the risk of all dangers, including, but not limited to, serious bodily injury which may result from the use of the equipment and risk of loss for theft, damage, destruction or other injury to/from the equipment from any and every cause whatsoever. Any use in any other manner shall be at the sole and only responsibility of RENTER for which RENTER assumes full and complete liability for.

6. **ASSIGNMENT**: The terms and conditions and equipment referred to in the rental agreement are considered personal to LCW PROPS, therefore, RENTER agrees that neither this rental agreement nor the equipment referred to in the rental agreement may be assigned or transferred in any manner to any other party without the written approval of LCW PROPS and/or without being noted on the rental agreement.

7. **PERFORMANCE UNDER TIME IS OF THE ESSENCE**: All parties agree that the terms and conditions of the rental agreement shall be performed under the condition that time is of the essence. Any change or alteration in performance time periods shall be in writing and agreed by all parties. If RENTER fails to return equipment or make payment timely, LCW PROPS may consider RENTER in default of the rental agreements terms and conditions and shall have the right, without further notice nor legal claim, to repossess equipment from RENTER and to recover all damages, costs, and associated losses to LCW PROPS, including reasonable attorneys' fees if legal action is taken.

8. **DEFAULT PROVISIONS**: The terms and conditions of the rental agreement shall be interpreted under the laws of the State of California and any action, legal or otherwise, to enforce, interpret, or in any way address these terms and conditions shall be brought in the Los Angeles Superior Court, in the Glendale or Burbank Superior Courthouse. Prior to commencing any legal action to enforce, interpret or address in any way the terms and conditions of the rental agreement, the Parties agree that they will forthwith mediate any issue that may be included in such legal action by and through Resolve Mediation Center ("RMC"). Said mediation shall be commenced with notice to the other party and then by contacting RMC at "resolvemediationcenter.com" and asking for a mediator to be appointed forthwith, at which time all parties agree to follow the RMC steps to arrange for and conduct a mediation. Any mediation under this condition shall be done forthwith and all parties agree to fully cooperate with all steps necessary to complete the mediation forthwith. If any party fails to comply with the mediation terms as described herein, that party waives any right to collect costs and attorneys' fees as a part of any legal action brought herein.

9. **INCORPORATION OF TERMS AND CONDITIONS**: The parties to the rental agreement agree that all terms and conditions between the parties are incorporated in the rental agreement, that any oral or non-written term or condition is not a part of the rental agreement and shall be given no consideration in the interpretation or enforcement of the rental agreement, and that, once the rental agreement is agreed to, any alteration of the items to be rented or the rental period must be in writing signed by all parties.