

1. This agreement or Lease is made and entered into by and between **Empire Production Support, INC.** ("Lessor") and "Lessee" (as listed below at bottom of this form). WHEREAS, Lessee desires to rent from Lessor certain equipment, hereby referred to as "Gear", as specifically set forth on Schedule "A" ("Quote"/"Invoice") attached hereto and incorporated herein by this reference, in connection with its production entitled below ("Job Title").
2. The term of this lease granted here under shall commence ("Start Date") and end ("Return Date") according to dates listed below, unless extended by Lessors written approval.
3. "Lessor" warrants and acknowledges that all "Gear" provided for lease is in full working order and free from defects at time of pick up. "Lessee" agrees that a trained Technician, chosen by "Lessor" in writing, and paid for by "Lessee" will inspect "Gear" prior to use each day, and if any defects are found, to return said gear at "Lessee's" expense for repair or replacement, not to exceed the value of the equipment. While the "Gear" is in "Lessee's" possession or control, Lessee, at its own cost and expense, shall maintain and preserve the "Gear" in good condition and working order. All repairs and maintenance shall be performed ONLY by experienced and competent Technicians pre-approved by "Lessor" in writing in conjunction with Lessee and Lessee's representatives. If in Lessor's judgement repairs are needed above and beyond normal maintenance, Lessor shall make such repair's, provided "Gear" is returned to Lessor. Lessee agrees to bear the cost and expense of such repairs and of transporting "Gear" to and from Lessor's place of business. Lessee shall pay the rent for the "Gear" during the time period the "Gear" is being repaired or until "Gear" is replaced, unless Lessor determines damage is caused by a defect in "Gear." At the termination of this lease, Lessee agrees to return "Gear" in the same good condition and working order as when received, reasonable wear and tear and latent defects excepted. If "Gear" is subjected to dirt, dust, fullers earth, or other materials or environments which necessitate cleaning or servicing in order to restore "Gear" to as good condition as when received, Lessee may incur additional rental and labor charges; provided, reasonable wear and tear is excepted.
4. Lessee shall, at its own expense, from the time Gear is in the Lessee's care, custody and control, through the return of all Gear and End Date, provide and maintain in full force and effect, CERTIFICATE OF INSURANCE ("COI") covering full replacement costs of all rented "Gear," except rented vehicles which are at cash value, and for substantiated loss of use (rents), such loss of used shall not exceed 90 days of rental, naming **Empire Production Support, INC.** as Loss Payee. Such insurance shall be written by reputable insurers satisfactory to Lessor. Lessee must deliver, upon request of Lessor, Evidence of insurance coverage in the form of COI. Coverage shall include and maintain Commercial General Liability and Property Damage, including Empire Production Support, INC. as additional insured with a limit of \$1,000,000 each occurrence and in the aggregate. Automobile Liability shall cover \$1,000,000 combined single limit. Rental rates are not applied to replacement costs in the event of a claim. Notice of cancellation shall be provided in accordance with the policy provision

5. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable outside attorney's fees, arising out of or connected with, or resulting from the equipment or vehicle, including without limitation the manufacturer, selection, delivery, possession, use, operation or return of the "Gear," excluding such claims, actions, suits, proceedings, costs, expenses, damages, and liabilities caused by the negligence or willful misconduct of Lessor, its agents, employees, contractors or representatives
6. Lessee shall not hold Lessor responsible for any claims for alleged loss of revenue, damages or expenses, claimed to have arisen out of Lessee's use of said "Gear", or for any delays, or any other reason.
7. Lessee recognizes Empire Production Support, INC. superior title and ownership. Lessee agrees not to cover any name plates or tags showing ownership by Empire Production Support, INC.
8. Lessee shall be responsible, at its own cost and expense, to comply with any and all laws, statues, and regulations, whether local, state, federal, or international, associated with use, operation, maintenance and transportation of rented "Gear."
9. Rentals due must be paid within 30 days of Rental Date. Past due amounts after 30 days will be subject to 1.5% principal interest per month and will be added to remaining balance.
10. Lessee agrees to pay Lessor for the lease of the Equipment in accordance with the rental rates (the "Rent") set forth on invoice. The Rent shall begin to accrue upon Pick Up (Start Date) of the "Gear" to Lessee and shall continue until return of the Equipment to Lessor's Place of Business. The Rent shall be due in United States currency, without abatement, deduction or set-off of any amount whatsoever. Notwithstanding the foregoing, Lessor, in its sole discretion, shall have the right to require that Lessee pay all or a portion of the Rent as an advance prior to delivery of the Equipment.
11. Lessee agrees to pay any and all taxes payable with respect to or based upon the lease of the Equipment, including, without limitation, all costs of placing the Equipment in bond and all duties, license fees and assessments, and all sales, use, value added, import or export taxes, or any other taxes, now or hereafter imposed by any foreign government or subdivision thereof, or any state, federal or local government, by reason of Lessee's rental, use, possession and/or transportation of the Equipment, excluding Lessor's personal property taxes or franchise taxes or other taxes applicable to Lessor's income.

12. All "Gear" shall be picked up by Lessee or Lessee's agent at Lessor's Place of Business, except that Lessor will, at Lessee's request, deliver the "Gear" to another location designated by Lessee, but in either case, delivery of the "Gear" for purposes of this Lease shall be deemed to have taken place at Lessor's Place of Business when the vehicle or carrier transporting the "Gear" departs from Lessor's Place of Business. Lessee agrees to pay all shipping charges and other expenses (including, without limitation, insurance) incurred in connection with the shipment of the "Gear" to a location designated by Lessee and return of the "Gear" to Lessor's Place of Business, and to bear all risks of loss of or damage to the "Gear" which may occur during the period from delivery of the "Gear" to return of the "Gear" to Lessor's Place of Business. Return of the "Gear" to Lessor's Place of Business shall be deemed to have taken place when the "Gear" has been returned to Lessor's Place of Business or another location designated by Lessor.

13. WHILE "GEAR" IS IN LESSEE'S POSSESSION, LESSEE ASSUMES THE ENTIRE RISK OF LOSS, THEFT, DAMAGE OR DESTRUCTION OF THE "GEAR" WHETHER OR NOT COVERED BY INSURANCE EXCEPT IF AND TO THE EXTENT SUCH LOSS, THEFT, DAMAGE OR DESTRUCTION IS DUE TO LESSOR'S FAULT NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF LOSS, THEFT, DAMAGE OR DESTRUCTION OF THE "GEAR", WHETHER IN WHOLE OR IN PART, WHILE IN LESSEE'S POSSESSION OR CONTROL, LESSEESHALL PROMPTLY NOTIFY LESSOR AND LESSEE SHALL BE RESPONSIBLE FOR AND PROMPTLY PAY TO LESSOR (A) THE COST OF REPAIRING SUCH "GEAR" OR THE FULL REPLACEMENT VALUE OF SUCH "GEAR" AND (B) RENT AT THE SAME RATE PER WEEK OR PER DAY AS SET FORTH ON INVOICE UNTIL SUCH TIME AS THE "GEAR" IS FULLY REPAIRED FOR ACTUAL AND VERIFIABLE LOSS OF USE, NOT TO EXCEED 90 DAYS OF RENTAL. IF IN LESSOR'S REASONABLE OPINION, IN CONJUNCTION WITH LESSEE'S REPRESENTATIVES THE "GEAR" CANNOT BE REPAIRED OR IF IT IS LOST OR STOLEN OR OTHERWISE DISAPPEARS, LESSEE WILL PAY (A) THE FULL REPLACEMENT VALUE OF SUCH "GEAR" AND (B) RENT AT THE SAME RATE PER WEEK OR PER DAY AS SET FORTH ON INVOICE UNTIL SUCH TIME AS THE "GEAR" IS REPLACED FOR THE ACTUAL AND VERIFIABLE LOSSIF USE, NOT TO EXCEED 90 DAYS RENTAL. LESSEE SHALL REPORT LOST OR STOLEN "GEAR" TO LAW ENFORCEMENT AUTHORITIES WITHIN FORTYEIGHT (48) HOURS OF THE DISCOVERY OF SAME.

14. This agreement contains the entire understanding between the parties hereto including representation and may not be modified unless by Lessor and signed by both parties. No terms, representation or warranties express or implied not herein set forth in writing shall bind **Empire Production Support, INC.**
15. This contract is deemed in the State of New York regardless by the order by which this agreement was signed and shall be interpreted and the rights determined in accordance with the laws of the State of New York.
16. **CANCELLATION POLICY: An Empire Production Support Representative must be notified by 2pm the day before scheduled job in order to receive a full refund, otherwise technicians will be paid their full rate and equipment is subject to a 50% rental charge.**

I HEREBY RENT THE GEAR ON THE ATTACHED QUOTE/INVOICE, SUBJECT TO THE CONDITIONS EXPLICITLY STATED ABOVE WHICH I HAVE READ.

CLIENT

Lessee Signature (Client)

Date

Lessee Name (Print)

Title / Position

Production Company Name

Lessee Address 1

Lessee Address 2

Job Title

Start Date End Date

EPS REPRESENTATIVE

Lessor Signature

Date

Lessor Name (Print)

Title / Position