



RENTAL AGREEMENT

Customer #:

Order Date:

Estimated Delivery Date: N/A

Phone:

Estimated # of Weeks:

P.O./ Order #:

Property

Location: N. Hollywood, Ca 91605

Phone: 818-503-2790

Cell:

Renter:

Bill To: Same

Phone:

Phone

Email:

LINE	ITEM#	DESCRIPTION	QTY	RATE	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Total Pieces:

RENTAL DISCLOSURE /EXPLANATION OF PAYMENTS

Amount Due At Rental Signing	Weekly Payments	Other Charges
Advance/1st Week \$	Renter's 1 st Weekly payment of \$[•] is due at execution of this agreement, followed by an estimated [# of weeks] weekly payments of [weekly rate] due every [day of the week] of each week commencing on [first weekly payment date].	(Not part of weekly payment)
Refundable security deposit 0.00		\$
Pickup Fee 0.00		\$
One time tax 0.00		\$
One time discount 0.00		\$
Application fees 0.00	As billed	\$
Other fees 0.00		\$
Total \$		Total: \$.00

OTHER IMPORTANT TERMS. Read the rest of this Rental Agreement carefully for additional information on early termination, maintenance responsibilities, warranties, late payment and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS: Renter (designated above) agrees to rent the property scheduled and described above (the 'Property') from Prop Services West, LLC, ("PSW") for ___ weeks (the 'Rental Term') beginning on the date the Property is delivered and ending on _____. Any additions or deletions to the Property must be confirmed by both parties in writing and may result in modifications to Renter's weekly rental payment and/or additional transportation charges, as may be mutually agreed upon.

Unless restricted by law, Renter will be charged a LATE PAYMENT FEE equal to \$25.00 or 0.25% of the Total Amount Due as shown on the weekly invoice, whichever is greater, for each week that Renter fails to pay, by its due date, the Total Amount Due shown on the weekly invoice. Additionally, all undisputed balances over thirty (30) days past due are subject to a monthly interest charge of 1.5% (unless restricted by law). These fees and charges shall be in addition to all other remedies available to PSW, as set out herein.

CHECKS RETURNED OR CREDIT CARD CHARGES DECLINED FOR ANY REASON are subject to a \$35.00 administrative charge.

TAXES: Renter agrees to pay all sales and use taxes due as applicable. The total amount Renter will pay during the Rental Term in Sales/Use Taxes is \$ 0.00.

INSURANCE. Renter must provide PSW, prior to delivery, with a certificate of insurance evidencing property-props/sets, including theft, fire and {00697705}

earthquake protection for the total replacement cost of the Property, which names PSW, as additional insured AND loss payee, and which does not expire for at least 30 days after the expiration of the Rental Term. Renter shall further provide general liability insurance an amount no less than One Million Dollars (\$1,000,000.00), and which names PSW as an additional insured. Insurance binders may be faxed to PSW at 818-503-2712 or pswprops@gmail.com.

SECURITY DEPOSIT: Renter's security deposit, if required, will be refunded to Renter upon return of the Property less an amount equal to any damage or loss to the Property (ordinary wear and tear excepted), any outstanding rent payments and any charges resulting from Renter's failure to meet the provisions of the Rental Agreement. Renter shall remain liable for any amounts owed by Renter in excess of the security deposit. Renter may not apply Renter's security deposit to any payment owed under the Rental Agreement. **UPON TERMINATION OF THE RENTAL AGREEMENT, PLEASE PROVIDE PSW A FORWARDING ADDRESS SO THAT ANY FUNDS DUE TO RENTER MAY BE PROPERLY REFUNDED.** Refund of monies owed to Renter after termination of the Rental Agreement will be made by check unless Renter is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately fifteen (15) days processing.

TERMINATION AND PICK UP NOTICE: In order to arrange for an orderly close out of this Rental Agreement and delivery by Renter of the Property, Renter must give PSW **at least Twenty-Four (24) Hours written notice prior to any termination of this Rental Agreement. The Rental Agreement shall not terminate until Renter has returned all the Property.**

RESPONSIBILITY FOR MAINTAINING THE PROPERTY: PSW inspects the Property prior to delivery to ensure that it is free of material defects and hazards or infestation. Upon delivery, Renter will have the opportunity to inspect the Property, and if any Property is found to have any material defects or hazards, or an infestation, PSW shall promptly replace the Property with comparable items free of defects, hazards, and infestation. Renters is responsible for maintaining the Property in substantially the same condition as received, subject to ordinary wear, and for any damage, loss or destruction not covered by the Certificate of Insurance, unless caused by PSW's negligence or willful misconduct. In the event of damage or loss not covered by the Certificate of Insurance, and the damage or loss is not resulting from PSW's negligence or willful misconduct, PSW will charge Renter its costs of replacing or repairing the Property supported by actual receipts), including materials, parts and labor which will be detailed on the final billing statement. Renter will not remove any item of Property from the delivery address without PSW's prior written approval. **IF RENTER FAILS TO RETURN THE PROPERTY AS REQUIRED, RENTER WILL BE LIABLE TO PSW FOR AN AMOUNT UP TO THE REPLACEMENT COST OF THE PROPERTY PLUS HANDLING FEES IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES DUE UNDER THIS RENTAL AGREEMENT.**

Except to the extent covered by PSW's indemnity obligation as set out below, Renter agrees to indemnify, defend and hold PSW, its direct and indirect parents, subsidiaries, affiliated and related entities, and the officers, directors, shareholders, joint venturers, members, agents, sponsors, representatives, attorneys, employees, contractors, successors, assignees, and licensees, harmless from any and all liabilities, claims, suits, losses, damages, costs and expenses, including, reasonable outside attorneys' fees ("Claims"), asserted against or incurred by PSW arising out of (a) Renter's gross negligence or willful misconduct; (b) Renter's actual use of the Property while in Renter's possession or (c) as a result of any claim that the Property is infested with insects or that insect infestation in the Property caused personal injury each, due to Renter's use. PSW agrees to indemnify, defend and hold harmless Renter, its direct and indirect parents, subsidiaries, affiliated and related entities, and the officers, directors, shareholders, joint venturers, members, agents, sponsors, representatives, attorneys, employees, contractors, successors, assignees, licensees, harmless from and against any and all Claims based upon or related to the negligence, acts, omissions, or willful misconduct of PSW.

WARRANTIES: PSW is not the manufacturer of the Property provided under the Rental Agreement. PSW hereby represents and warrants that: (i) PSW is the owner or authorized representative of the owner of the Property and has the right to enter this Rental Agreement; (ii) PSW is free to enter into this Rental Agreement and no other person or entity's permission is needed for PSW to enter into this Rental Agreement; (iii) to PSW's actual knowledge the Property is free from all defects and hazards and insect infestations; and (iv) PSW shall take no action, nor allow or authorize any third party to take action which might interfere with the authorized use of the Property by Renter. **OTHER THAN AS SET FORTH IN THIS AGREEMENT, PSW MAKES NO FURTHER WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO SUCH PROPERTY INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

NO ASSIGNMENT: This Rental Agreement may not be assigned by Renter in whole or part.

TITLE: It is understood that this transaction is a rental and not a conditional sale or financing agreement. Title and ownership to each item of the Property shall remain with PSW. Renter will not grant a security interest of any kind nor dispose of any item of Property. Renter shall keep the Property free and clear from all levies, attachments, liens, and encumbrances and shall not in any way impair PSW's title in such Property. PSW has the right to file a financing statement at any time to give notice of its ownership of the Property.

RIGHT TO DEMAND PERFORMANCE/WAIVER: Any failure by PSW to require full performance by Renter of the Rental Agreement shall not affect PSW's right to demand such performance in the future. Additionally, any waiver of any term or provision of this Rental Agreement by either party in a particular instance will not be a waiver of such term for the future.

CANCELLATION: Renter may cancel this Rental Agreement at any time prior to delivery of the Property. Cancellation of this Rental Agreement within two (2) business days of scheduled pick-up will result in a cancellation fee of twenty percent (20%) of the rate for the Property, as set forth in the schedule above. Refund of monies owed to Renter after cancellation will be made by check unless Renter is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately fifteen (15) days processing.

EARLY TERMINATION: Renter may terminate this Rental Agreement prior to the end of the Rental Term upon twenty-four (24) hours written notice to PSW in advance of Renter's desired termination date. Notwithstanding the foregoing, the Rental Agreement shall not be terminated until Renter has returned all of the Property to PSW at PSW's place of business. Upon such early termination, PSW will be entitled retain a pro-rata portion of the total sum paid to PSW hereunder, for the period of time from commencement of this Rental Agreement until the date of early termination. Upon such early termination, PSW shall promptly reimburse Renter for the unused portion(s) of the fees already paid to PSW under this Rental Agreement.

DEFAULT: Renter will be in default under this agreement if (1) Renter does not make any payment when due and fails to do so within two (2) Business Days of receipt of written demand for payment by PSW, (2) Renter violates any of the rental provisions and fails to cure such violation within ten (10) days of receipt of written notice by PSW of the violation, (3) Renter becomes subject to any bankruptcy or receivership proceeding, or (4) any statement which Renter furnished to PSW proves to be intentionally false, misleading or incomplete in any material respect. Upon any event of default, PSW shall have the right to terminate this agreement and repossess the Property without legal process upon prior written notice to Renter. Renter will remain liable for all payments due hereunder up until the time of the termination by default.

CHOICE OF LAW: This Rental Agreement is made with reference to and is governed by the laws of the State of California. The parties agree that any controversy, claim or dispute between them will be submitted to final, confidential and binding arbitration before a single, neutral arbitrator in Los Angeles County, California for determination in accordance with the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures (including its optional appeal procedure) as the exclusive remedy. The prevailing party shall be entitled to its costs and reasonable attorneys' fees. **By agreeing to this binding arbitration provision, the parties give up all rights to a trial by jury.**

LIMITATION OF REMEDIES: Either party's sole remedy for any claim arising out of the terms of this Rental Agreement will be an action at law for the recovery of actual monetary damages only (but not special, punitive or consequential damages). For the avoidance of doubt, in no event will PSW be entitled to enjoin, restrain, or otherwise interfere with the development, production, distribution, advertisement, promotion, or other exploitation of any production in which the Property is used.

ENTIRE AGREEMENT: This Rental Agreement contains the entire agreement between Renter and PSW for the rental of the Property and supersedes all prior agreements between Renter and PSW for the Property, whether written or oral, and any terms, other than the Late Payment Fee, may be amended only by a written document signed by both parties. PSW reserves the right to amend the Late Payment Fee upon 60 days prior written notice to Renter.

RENTER ACKNOWLEDGES THAT RENTER HAS READ THIS RENTAL AGREEMENT COMPLETELY AND UNDERSTANDS AND AGREES TO ITS TERMS. FURTHERMORE, RENTER HAS RECEIVED A COPY OF THE RENTAL AGREEMENT WHICH RENTER WILL REFER TO AS NECESSARY IN RENTER'S USE OF THE "PROPERTY".

This Rental Agreement shall become effective upon mutual execution by the parties.

RENTER:

PROP SERVICES WEST, LLC

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: Silvia Ceballos
Title: Sr Vp Operations
Date: _____