

## Equipment Lease Agreement

As of \_\_\_\_\_, BARKODE PROPS INC, hereafter referred to in this agreement as "LESSOR", \_\_\_\_\_ hereafter referred to in this agreement as "LESSEE" do agree to abide by the following.

1. This lease is for the use of the equipment listed in Exhibit A, which shall include a description and value of each piece of equipment, (the "Equipment") on the television/film production currently entitled " \_\_\_\_\_" (the "Production").
2. Lessor shall make the Equipment available to Lessee on \_\_\_\_\_ ("Rental Start Date") at (location) \_\_\_\_\_.
3. Subject to Lessor's execution and delivery of this Lease Agreement to Lessee, Lessee shall pay Lessor the sum of [Please check one]:  
(\$ \_\_\_ Per Invoice )per week (the "Weekly Rate") for each week of the Equipment rental period, which period shall commence on the Rental Start Date and continue consecutively thereafter until completion of all Lessee's use of the Equipment in connection with the project. The Weekly rate shall be payable by invoice from Lessor to Lessee, payable on the next regularly scheduled pay-day following submission of said invoice. Lessor shall complete and deliver to Lessee applicable withholding and other documents Lessee requires in order to implement payment of invoices.  
(\$ \_\_\_ Per Invoice \_\_\_\_\_) flat fee for the Week of Show for the use of **PROP EQUIPMENT** payable by invoice from Lessor to Lessee, payable on the next regularly scheduled payday following submission of said invoice.
4. Notwithstanding anything to the contrary herein, Lessee may elect at any time not to use the Equipment, or to discontinue any use if commenced, by returning the Equipment to Lessor and by paying to Lessor amounts accrued up to the date of termination. Thereafter, subject to paragraph 6, below, Lessee shall have no further obligation to Lessor whatsoever.
5. Lessor agrees to a reasonable extension of the rental period should the equipment's return be delayed by production exigencies complications. At Lessee's option, the terms of this Lease Agreement shall apply to the rental of any other of Lessor's equipment subsequent to this Lease Agreement for use during the production of the Production, and that the rental date(s) shall be determined by Lessee. The rental rate(s) shall remain as indicated herein.
6. Lessee shall indemnify and hold harmless Lessor from any claims made and/or suits arising out of Lessee's sole negligence in connection with Lessee's use of the Equipment while the Equipment is in the actual custody and control of Lessee, except to the extent arising out of or resulting from any mechanical defect or malfunction of the Equipment or negligence or willful misconduct of Lessor, its employees, agents, contractors or representatives or a breach by Lessor of any term, condition, representation or warranty under this Agreement.
7. Lessee shall provide Lessor with a certificate of insurance evidencing coverage of general liability in the amount of \$1,000,000 and coverage for physical damage in the amount of \$1,000,000. Lessor shall be added as an additional insured under the Lessee's general liability policies for claims made and/or suits brought arising out of Lessee's sole negligence and as loss payee for physical damage to the Equipment arising out of Lessee's sole negligence, except to the extent Lessor is obligated to indemnify hereunder. Damaged equipment, reasonable wear and tear excepted, shall be valued at replacement cost. Lessor shall maintain adequate insurance coverage with no less than minimum limits required under New York law for any equipment provided under this Lease Agreement.

8. It is agreed that Lessee's insurance coverage shall commence at the time of Lessee's actual custody and control of the Equipment, as applicable, and shall remain in full force and effect until the Equipment is no longer in Lessee's actual custody and control, as applicable.

9. Lessor and Lessee agree to jointly inspect the Equipment prior to and following Lessee's use, noting in writing, all existing damage, if any and Lessor shall be responsible for disclosing to Lessee any preexisting damage and defects on an ongoing basis, provided Lessee shall not be deemed to have knowledge of any defects or conditions of the Equipment which could not be ascertained by a reasonable visual inspection of the Equipment. Lessor agrees to submit to Lessee in writing, on the day in which Lessee is in actual custody and control of the Equipment, as applicable, a detailed list of all claimed damage, reasonable wear and tear excepted, for which Lessor claims Lessee is responsible. Lessor shall permit Lessee's representative to inspect such damage.

10. Notwithstanding anything to the contrary contained in this Agreement, in the event Lessee is responsible for the loss of or damage to the Equipment beyond reasonable wear and tear as provided hereunder. Lessee shall only be liable for the lesser of: 9i) the reasonable fair market value of the Equipment lost, damaged or destroyed (as applicable), or (ii) the actual and reasonable costs to repair the Equipment lost, damaged or destroyed (if repairable, as determined by Lessee's insurance adjuster, in its reasonable judgement).

11. If any of the Equipment rented under this Lease Agreement should become inoperable or fail to function in the manner for which it was designed while under Lessee's actual custody and control ("Malfunctioning Equipment"), Lessee shall notify Lessor. Provided the Malfunctioning Equipment's failure to perform is not the result of operator error, negligence or damage or destruction solely attributable to Lessee or Lessee's agents or employees (excluding Lessor), there shall be no additional charge to Lessee for the replacement equipment of at least equal quality and capability ("Replacement Equipment"). If Lessor is unable to provide Replacement Equipment or repair the Malfunctioning Equipment within twenty-four (24) hours from notice by Lessee, then Lessee shall have the option to: (i) accept Replacement Equipment of lesser quality at a reduced rate for the remainder of the rental period; (ii) terminate the rental of the Malfunctioning Equipment and receive a reduced rental rate reflecting the loss of the Malfunctioning Equipment and/or (iii) terminate the Lease Agreement in its entirety or as to the malfunctioning equipment, at Lessee's option and return all equipment rented hereunder. If the Lease Agreement is terminated, then all rental charges shall cease on the date of Lessor's receipt of the rental equipment at its facilities, and Lessor shall refund any portion of the rental fee already paid and/or any security deposit to which Lessee is entitled. If any rental charges are earned and accrued as of the date of termination (pro-rated accordingly), Lessee shall pay same within ten (10) business days from the date upon which the Lease Agreement is terminated.

12. Notwithstanding anything to the contrary contained herein, Lessee may, with or without cause, terminate this Agreement at any time upon five (5) days prior notice to Lessor. Upon such termination, Lessee shall have no further obligations to Lessor hereunder and Lessor shall immediately refund to Lessee any and all sums previously paid by Lessee pursuant to this Agreement. If Lessee terminates Agreement the day of rental pick up Lessor will charge Lessee a restocking fee in the sum of \$100.

13. Lessor hereby irrevocably waives the right to restrain, enjoin, seek or obtain equitable injunction and/or relief or otherwise interfere with the production, exploitation, distribution or advertising or promotion of the Production and agrees that Lessor's sole remedy for any claim arising through the Lease Agreement shall be an action at law for monetary damages.

14. Neither party herein shall be liable for any act, omission, or failure to perform and aspect of this Lease Agreement where such act, omission or failure arises from any act of God, inclement weather such as cyclones, hurricanes, storms, tempests or strikes or any other matter or cause reasonably beyond the control of either party. cronin.liam@gmail.com

15. Lessor shall provide and maintain the Equipment in satisfactory working order and it will function properly when used for its intended purpose for each Work Day and/or while Equipment is in Lessee's custody.

16. Lessor hereby warrants and represents that Lessor has full right and authority to enter into this Lease Agreement concerning the Equipment, and that the consent or permission of no other person, firm or corporation is necessary in order to enable Lessee to enjoy full rights granted herein, and that Lessor does hereby indemnify and agree to hold Lessee, its parents, subsidiaries and affiliated companies, and the directors, officers, agents, representatives and employees of each of them, free and harmless from and against any and all loss, costs, liability, damages or claims of any nature (including attorney's fees and costs) in any way arising from, growing out of, or concerning a breach any term, condition, representation or warranty under this Agreement, or the negligence or willful misconduct of Lessor, its employees, agents, contractors or representatives or any mechanical defect or malfunction of the Equipment.

17. RIGHTS: Lessor represents and warrants that Lessor has no rights of any kind whatsoever to the Production or any element thereof, and that Lessee has the right, but not obligation, to use the Props in the Production in all media now known or hereafter devised, in perpetuity, and throughout the universe.

18. This Lease Agreement is entered into as of the date indicated below and represents the entire agreement between the parties. No other term of rental, either written or oral, will be considered valid. This Lease Agreement may be amended only in writing signed by the parties. This Lease Agreement shall be construed and enforced in accordance with the laws of the state of NEW YORK applicable to agreements of this nature, and Lessor hereby consents to the sole and exclusive jurisdiction and venue of said state and the courts located therein.

19. This Lease Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Hereby signed \_\_\_\_\_ as the authorized representative on behalf of the LESSOR and LESSEE on the date \_\_\_\_\_ first listed above.

*Joel Barkow*

Lessor: \_\_\_\_\_ (signature)

Print Name: \_\_\_\_\_ JOEL BARKOW \_\_\_\_\_

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

Production Company (Lessee): \_\_\_\_\_ (signature)

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

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