

CINEKAT FILMWORKS PROPERTY DEPARTMENT PROPERTY RENTAL TERMS AND CONDITIONS

Lessee (Lessee's name is set forth on the Rental Agreement, which is on the reverse side of these Terms and Conditions) and the Property Department of Cinekat Filmworks("CFW") hereby agree as follows:

Article Usage: 1.

Lessee agrees to rent the items listed on the Rental Agreement (collectively, the "Property Item(s)") at CFW weekly rental rates described on the Rental Agreement ("Rental Rate(s)"), subject to these Terms and Conditions. Lessee agrees to use each Property Item only for the purpose for which it was designed and in a safe, careful and prudent manner which will not cause injury or damage to any person or property, nor cause damage to the Property Item other than normal wear and tear. Lessee agrees that it will comply with all applicable laws, rules and regulations with respect to the Property Item(s). In addition, Lessee agrees not to replicate, duplicate, or copy the Property Item(s) or any part thereof including, without limitation, styles, patterns, designs or other creative elements, without the prior consent of CFW. In the event CFW grants such consent and Lessee subsequently replicates, duplicates or modifies the Property Item(s), then such Modified Property shall become the sole property of CFW. ALTERATION RESTRICTIONS - Lessee agrees that no alterations and/or changes including, without limitation, re-upholstering, refinishing, or reworking of the Property Item(s) shall be made without prior approval from CFW, and if any such alterations and/or changes are made, then Lessee shall be responsible for the full Repair and/or Replacement Value of any Property Item so altered or changed as provided in the Loss and Damage Section below. TRANSPORTATION - All costs of and

responsibility for transportation from and to CFW shall be paid by Lessee.

Rental Period: 2.

The Property Item(s) are rented from the Rental Start Date through the Rental End Date (as such terms are defined on the Rental Agreement) ("Rental Period"). Lessee must return the Property Item(s) on or before the expiration or sooner termination of the Rental Period except as otherwise agreed to by CFW. If CFW authorizes Lessee to extend the Rental Period, Lessee shall be invoiced additional Rental Rates as determined by CFW.

Loss and Damage: 3.

Repair Replacement Value - Upon the expiration or sooner termination of the Rental Period, Lessee shall return the Property Item(s) to CFW in the same condition as received, except for normal wear and tear. Lessee agrees that if the Property Item(s) returned to CFW are in need of repair, Lessee shall pay to CFW the cost of such repair value as determined by artisans from the craft areas and/or licensed appraisers, all of whom shall be selected by CFW (the "Appraisers"). Should the Property Item(s) be damaged beyond normal wear and tear, altered from the condition in which it was received by Lessee from CFW, lost, or not returned by Lessee, Lessee shall promptly pay CFW the full amount of the cost to replace any such Property Item(s), without allowance for depreciation or obsolescence, which replacement cost shall not be less than the Fair Market Value (the "Replacement Value"). Lessee acknowledges that, in addition to being used for the purpose of determining a fair and reasonable rental price, the Fair Market Value of

the Property Item(s) is also an estimate of the Replacement Value of the Property Item(s). However, if CFW believes that, at the time of replacement, the actual Replacement Value is greater than the Fair Market Value, CFW may have the Property Item(s) valued by the Appraisers to determine the actual Replacement Value to be paid to CFW by Lessee, and Lessee agrees to pay CFW such actual Replacement Value. Lessee agrees and acknowledges that the determination(s) whether the Property Item(s) are in need of repair or replacement shall be made at CFW's sole discretion.

No Warranty; Limit of Liability: 4.

Lessee warrants, represents and acknowledges: (i) that it has inspected the Property Item(s); (ii) that the Property Item(s) are in good repair, usable condition and working order; (iii) that the Property Item(s) are accepted in their "as is" "all faults" condition; and (iv) that CFW makes no representation or warranty whatsoever, express or implied, in connection with the Property Item(s) or this rental including, without limitation, no warranty of merchantability or fitness for a particular purpose. Any description of the Property Item(s) contained in this Agreement is for the sole purpose of identifying such Property Item(s). CFW makes no warranty or representation, express or implied, with respect to any authorization, consents or releases required from the respective artists, designers or manufacturers of any Property Item(s). Lessee represents and warrants that it will obtain all required authorizations, consents or releases and pay all reuse and other fees necessary for the use of such Property Item(s). CFW's liability for damages arising out of any breach, errors, omissions, interruptions, delays or defects in any of the Property Item(s), facilities, services or otherwise provided by CFW under or in connection with these Terms and Conditions shall in no event exceed an amount equal to the actual

charge for which CFW has invoiced Lessee under these Terms and Conditions.

Indemnification by Lessee; Attorney's Fees: 5.

Lessee agrees to defend, indemnify and hold harmless CFW, and each of their shareholders, directors, agents, officers and employees, from and against any and all costs, losses, damages, claims, liabilities, settlements, judgments, and expenses arising out of or in connection with Lessee's breach of these Terms and Conditions, or Lessee's use of the Property Item(s), facilities or services including, but not limited to, the loss of or damage to any Property Item(s), facility or property, exposure to claims of copyright or other intellectual property infringement and/or claims of bodily or personal injury and/or death. Further, Lessee will not permit a lien or security interest to be placed upon or in the Property Item(s).

Lessee agrees to obtain and furnish to CFW, if CFW requests the same, satisfactory evidence of such insurance as CFW may reasonably require. If any legal action is necessary to enforce these Terms and Conditions, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

LESSE:

(" Production Company")

("Project name")

Signature: _____

Print name _____

Title: _____

Cinekat Filmworks Property Department

Frayne Rosanoff