

1. This agreement or Lease is made and entered into by and between **Empire Production Support, INC.** ("Lessor") and CBS Studios, a division of CBS Studios Inc. ("Lessee"). 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 television production currently entitled (the "Program").

2. The term of this lease granted here under shall commence ("Start Date") and end ("Return Date") according to dates listed below, unless mutually 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, if such defects are caused solely by Lessee for repair or replacement. 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 preapproved by "Lessor" in writing. If in Lessor's reasonable judgement repairs are needed above and beyond normal maintenance, Lessor shall make such repairs, 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, unless such repairs are needed or occurring due to the negligence or willful misconduct of Lessor. Lessee shall pay the rent for the "Gear" during the time period the "Gear" is being repaired or until "Gear" is replaced, unless the damage is caused by the negligence or willful misconduct of Lessor or 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 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 and any such additional charges, if any, shall be detailed in an itemized invoice.

4. Lessee shall, at its own expense, from the time of the Start Date through the return of all Gear and End Date, provide and maintain in full force and effect, CERTIFICATE OF INSURANCE ("COI") covering the actual and verifiable replacement costs of all rented "Gear," except rented vehicles which are at actual cash value, and for substantiated loss of use (rents) naming Empire Production Support, INC. as Additional Insured. 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 Public Liability and Property Damage, protecting Empire Production Support, INC. against aforementioned loss, liability, and expense to the extent of \$1,000,000 per occurrence, and covering the actual and verifiable replacement costs of "Gear" but at no less than \$1,000,000. General Liability Insurance shall cover \$1,000,000 per occurrence and aggregate. Automotive Liability shall cover \$1,000,000 combined single limit. Rental rates are not be applied to replacement costs in the event of a claim.

5. Except to the extent arising due to the negligence or willful misconduct of Lessor, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, reasonable, actual, out-of-pocket costs, expenses, damages, and liabilities, including reasonable outside

attorney's fees, directly arising out of or connected with, or directly 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 Lessor. Such policies shall bear an endorsement endeavoring to provide not less than thirty (30) days written notice to the additional insured from the insurer of cancellation of any policy for any reason.

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.

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 reasonable 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 reasonable 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, except to the extent such loss, if any, occurs due to the negligence or willful misconduct of Lessor. 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. In the event that Lessee requests delivery of the "Gear" by Lessor and/or technicians referred by Lessor, then Lessee agrees to insure said trucks and/or technicians on an "all risk" basis at its own cost and expense.

14. 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. 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, LESSEE SHALL IMMEDIATELY NOTIFY LESSOR AND LESSEE SHALL BE RESPONSIBLE FOR AND PROMPTLY PAY TO LESSOR (A) THE COST OF REPAIRING SUCH "GEAR" OR THE ACTUAL REPLACEMENT VALUE OF SUCH "GEAR" AS SET FORTH ON INVOICE 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. IF IN LESSOR'S REASONABLE OPINION THE "GEAR" CANNOT BE REPAIRED OR IF IT IS LOST OR STOLEN OR OTHERWISE DISAPPEARS, LESSEE WILL PAY (A) THE ACTUAL REPLACEMENT VALUE OF SUCH "GEAR" AS SET FORTH ON INVOICE 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. LESSEE SHALL REPORT LOST OR STOLEN "GEAR" TO LAW ENFORCEMENT AUTHORITIES WITHIN FORTY EIGHT (48) HOURS OF THE DISCOVERY OF SAME. NOTWITHSTANDING LESSEE'S PAYMENT OF THE REPLACEMENT VALUE OF THE "GEAR", TITLE TO THE "GEAR" SHALL REMAIN VESTED WITH LESSOR.

15. 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.

16. 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.

17. In the event of any uncured breach of this Agreement by Lessee, Lessor shall be limited to an action for money damages. Without limiting the foregoing, in no event shall Lessor be entitled to seek or obtain equitable or injunctive relief that would affect in any way the distribution, exhibition and other exploitation of the Program.

18. **CANCELLATION POLICY:** An Empire Production Support Representative must be notified by 3pm 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

EPS Representative

Lessee Signature (Client)

Lessor Signature

Date

Date

Lessee Name (Print)

Lessor Name (Print)

Title / Position

Title / Position

Production Company Name

Lessee Address 1

Lessee Address 2

Job Title

Start Date

End Date