

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 on Quote/Invoice, 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/approved 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 if the defects directly result from Lessee's use of the Gear. Otherwise, Lessor will pay for repair and 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 pre-approved by "Lessor" in writing. If in Lessor's 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 if the need for repair directly results from Lessee's use. Lessee shall pay the rent for the "Gear" during the time period the "Gear" is being repaired or until "Gear" is replaced, unless Lessor reasonably 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 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 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 full replacement costs of all rented "Gear," except rented vehicles which are at cash value including depreciation, 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 person per accident, and covering FULL replacement costs of "Gear" but at no less than \$1,000,000. General Liability Insurance shall cover \$1,000,000 per occurrence and annual 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. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all third party claims, actions, suits, proceedings, actual and verifiable costs, reasonable 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 Lessor including by Lessor's negligence. Such policies shall bear an endorsement requiring not less than ten (10) 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 directly arisen out of Lessee's use of said "Gear".
7. Lessee recognizes Empire Production Support, INC. superior title and ownership. Lessee agrees not to permanently 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. Invoice payments must be made within 30 business days of Due Date stated on invoice. Past due amounts after 30 business days will be subject to 3.5% 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 Lessee's 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 Lessee's 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 when the Gear enters Lessee's care, custody and control. Lessee agrees to pay all shipping charges, if required, 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. 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 CARE, CUSTODY AND CONTROL, LESSEE ASSUMES THE ENTIRE RISK OF LOSS, THEFT, DAMAGE OR DESTRUCTION OF THE "GEAR" WHETHER OR NOT COVERED BY INSURANCE AND IF SUCH LOSS, THEFT, DAMAGE (REASONABLE WEAR AND TEAR EXCEPTED) OR DESTRUCTION IS DUE TO LESSEE'S FAULT OR NEGLIGENCE. 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 AS SOON AS REASONABLY POSSIBLE 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" AS SET FORTH ON INVOICE, WHICHEVER IS LESS 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 FULL REPLACEMENT VALUE OF SUCH "GEAR" AS SET FORTH ON INVOICE AND (8) 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.
14. Lessor hereby irrevocably waives the right to restrain, enjoin, or otherwise interfere with the production, exploitation, distribution or advertising or promotion of the television series entitled "Power Book II: Ghost" and agrees that Lessor's sole remedy for any claim arising through the Lease shall be an action at law for monetary damages.
15. Lessor hereby represents and warrants that Lessor has full right and authority to enter into this Lease concerning the Gear, 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. Lessor does hereby indemnify and agree to hold Lessee free and harmless from and against any and all loss, costs, liability, damages or claims of any nature arising from, growing out of, or concerning a breach of any of the warranties contained herein.
16. Neither party herein shall be liable for any act, omission, or failure to perform any aspect of this Agreement where such act, omission or failure arises from any act of God, epidemic, inclement weather such as cyclones, hurricanes, storms, tempests or strikes or any other matter or cause reasonably beyond the control of either party ("Force Majeure Event"). If a Force Majeure Event shuts down production of the series entitled "Power Book II: Ghost" for more than one (1) week, Lessee shall have the option to cancel this Agreement and return the Gear. Lessee shall only be obligated to pay rental fees through the date of the Force Majeure Event.
17. 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.

18. 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.

19. **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

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

