| DATE OF AGREEMENT | / / |
| --- | --- |
| PROJECT (“**Project**”) | The audio/visual program currently entitled: |
| PRODUCER | Name: |
| Address: |
| EQUIPMENT LESSOR (“**Lessor**”) | Name: RIBCAGE SOLUTIONS INC. |
| Address: 650 Ponce De Leon Ave Ste. 300 #1842, Atlanta, GA 30308 |
| Telephone: ###-###-#### |
| E-mail: billing@ribcagesolutions.com |
| TERM (“**Term**”) | On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until approximately  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (subject to change due to production exigencies) |
| RELATED PARTY | [ ] Yes [ ] No |

1. Rental Terms.

(a) Exhibit A. Lessor hereby grants Producer (including its employees, agents, contractors, suppliers, licensees, successors, assigns, and other parties it may authorize or designate) (“**Producer**”) the right to use certain equipment (each individually and (if applicable) collectively, “**Equipment**”) for the purpose of producing the Project. Lessor will also, if required, provide certain services in connection therewith. Additional details (including without limitation the Equipment being rented, the nature of services (if any), the rental term, and any and all fee(s) in connection therewith) are set forth in Exhibit A attached hereto and by this reference incorporated herein, in accordance with the terms and conditions of this Agreement.

(b) Additional Exhibits. The parties may negotiate additional rental transactions in connection with the Project and (i) the details of each such rental transaction shall be memorialized in an exhibit (each, an “**Exhibit**,” and collectively with Exhibit A, “**Exhibits**”); (ii) each Exhibit shall specify and include all terms in substantially the same form as Exhibit A; and (iii) the parties shall execute and attach a fully-executed copy of each Exhibit hereto, and such Exhibit(s) shall be incorporated herein by reference. The parties acknowledge and agree that each and every Exhibit will be governed by, and subject to, the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and any Exhibit(s), those in this Agreement will control, but only to the extent necessary to resolve the conflict. Notwithstanding the foregoing, Producer makes no promises, representations or guarantees of any kind or nature as to the type or amount of business Lessor can expect at any time in connection herewith, and the Term is not a "run of show" guarantee or guarantee for any particular number of days.

2. Compensation. As full and complete consideration for the Equipment rented hereunder, any services to be rendered by or for Lessor in connection therewith, and any and all rights granted hereunder, Producer will pay Lessor the “**Fee(s)**” set forth in the applicable Exhibit(s). Subject to (i) receipt by Producer of an approved invoice and delivery of the actual Equipment; (ii) the execution of this Agreement by Lessor and Producer and receipt thereof by Producer; and (iii) Lessor is not in material breach of this Agreement and, as applicable, has rendered all services required by Producer hereunder in a timely and professional manner, then such Fee(s) shall be payable following the end of the applicable Rental Term (as set forth in Exhibit A) and the completion of Producer’s use of the Equipment, unless the parties agree otherwise as set forth in the applicable Exhibit(s). Producer will have the right to elect not to use the Equipment with no further obligations to Lessor hereunder or, at Producer’s election, to extend the Term or any Rental Term, on the same terms and conditions set forth herein, for retakes, added scenes, or other purposes permitted hereunder, or because of delays in production due to an earthquake or other natural event, public health crisis, pandemic, government action, labor dispute, unavailability or failure of key talent (e.g., showrunner, executive producer, producer, director, any other production personnel or any member of the cast) to perform for any reason (including, without limitation, death, illness, incapacity, disfigurement, failure, refusal, or neglect), or other event beyond the control of Producer. Other than as set forth in the Exhibits, Lessor is not entitled to any other compensation in connection with the use of the Equipment, and Producer will not be responsible for any expenses or perquisites of Lessor.

3. Damage. Producer shall only be responsible for any loss or damage to the Equipment, and any liability, damages, costs, expenses and causes of action in connection therewith, to the extent arising from Producer’s negligence or willful misconduct (and excluding such loss or damage arising out of, contributed to, or resulting from the breach by Lessor of any term, condition, representation or warranty under this Agreement, the negligence or misconduct of Lessor or Lessor’s employees, agents, contractors or representatives, or any defect, malfunction, failure to maintain, or pre-existing condition of the Equipment), and only while the Equipment is in the care, custody and control of Producer. In the event Producer is responsible for any such loss or damage to the Equipment while such Equipment is in the care, custody and control of Producer, Producer shall only be responsible for the actual and verifiable, out-of-pocket replacement cost value or (if the Equipment can be restored by repair to its pre-loss operating condition, normal wear and tear excepted) repair costs of such Equipment, whichever is less, and any substantiated loss of use by Lessor of such Equipment; provided, however, Lessor shall provide to Producer written substantiation that such repairs have been made or written substantiation that Lessor has actually replaced such lost or stolen Equipment or suffered a loss of use for which Producer is responsible. Without such written substantiation, the Equipment will be replaced on an actual cash value basis only. Producer shall not be responsible for any special, consequential or incidental damages hereunder. For the avoidance of doubt, Producer shall not be liable or responsible for any damage to or loss of the Equipment caused by: (a) weather conditions; (b) mechanical failure or other existing condition of the Equipment; (c) failure of Lessor or its personnel to repair or service the Equipment properly; (d) failure by Lessor or its personnel to maintain the Equipment in operating condition; or (e) all damages and/or loss due to third party use and force majeure if the Equipment is not checked by Lessor at the time of Producer’s return of the Equipment to Lessor.

4. Insurance. Only while the Equipment is in Producer’s care, custody or control, Producer shall secure and maintain: (a) commercial general liability coverage in an amount of $1,000,000 per occurrence and $2,000,000 in the aggregate and adding Lessor as an additional insured for liabilities arising out of Producer’s use of the Equipment; and (b) property insurance, or reimburse Lessor, for the full replacement value with respect to physical damage of the Equipment supplied to Producer. If Producer provides insurance, it shall include Lessor as a loss payee as its interests may appear. Producer shall have the right to self-insure any or all such coverage as required under this Agreement and may maintain self-insured retentions or deductibles in its sole discretion. For the avoidance of doubt, any insurance that Producer is required to, or elects to, maintain does not include any coverage beyond the Equipment listed on the Exhibit(s) and such insurance specifically does not cover the personal effects or personal property (including but not limited to tools and automobiles) that is not included on the Exhibit(s). While the Equipment is outside of the Producer’s care, custody or control, Lessor shall be solely responsible for maintaining its own insurance coverage with respect to the Equipment, and Producer shall have no obligation or responsibility in connection therewith. If applicable, Lessor shall be solely responsible for maintaining such adequate health, auto, workers' compensation (with a waiver of subrogation in Producer’s favor), unemployment compensation, disability, liability, and other insurance coverage with respect to any of Lessor’s employees, independent contractors, officers, agents or subcontractors rendering services in connection with the subject Equipment hereunder, as is required by law or as is the common practice in Lessor’s trades or businesses, whichever affords greater coverage. Upon request, Lessor shall provide Producer with certificates of insurance or evidence of such coverage upon Producer’s request.

5. Representations and Warranties. Lessor represents and warrants that: (a) Lessor has the full power and authority to enter into this Agreement and to rent the Equipment and provide the services contemplated hereby; (b) Lessor is free to grant all rights herein granted and to make all agreements made herein; (c) Lessor is the sole owner (or authorized agent of the owner) of the Equipment and no additional consent from or payment to any third party is required; (d) the use of the Equipment contemplated hereunder will not violate or infringe on any rights or interests of any third party; and (e) Lessor will not take any action (or allow or permit any action) which might conflict or interfere with Producer’s full use and quiet enjoyment of the rights and license herein granted. Lessor further represents and warrants that: (i) the Equipment has been and, at all times during the Term, will be properly maintained in accordance with industry standards, having passed all necessary and/or as otherwise may be generally advisable inspection and licensing requirements, and will be provided to Producer in good working order and condition; (ii) the Equipment is free from any defects and fit, and will function properly, for its intended use and the use(s) contemplated hereunder; (iii) Lessor is responsible for any repair and maintenance of the Equipment necessitated as a result of any breach by Lessor of any term, representation or warranty hereunder or any negligence or misconduct Lessor or its employees, agents or contractors; (iv) Lessor has complied, and will continue to comply, with all applicable federal, state and local laws, rules, regulations, ordinances and business codes, as well as any and all applicable manufacturing standards or specifications with respect to the Equipment and, if applicable, any of Lessor’s employees, officers, agents or subcontractors rendering services hereunder, with the Equipment and such Lessor personnel being, and continuing to be, properly licensed and maintained in accordance therewith, and Lessor shall be responsible for obtaining any and all permits required by any governmental or other authority with respect to its operations hereunder; (v) Lessor is free to enter into this Agreement and is not subject to any conflicting obligations or disabilities, legal, financial or otherwise, which will materially interfere with performance of this Agreement; (vi) Lessor is a corporation duly organized and validly existing under the laws of its state of incorporation; (vii) Lessor is a bona fide corporate business entity established for a valid business purpose within the meaning of the tax laws of the United States; (viii) Lessor shall comply with any and all industry, laws, statutes, ordinances, rules, regulations, and requirements of all governmental agencies, public health authorities and regulatory bodies; (ix) if Lessor’s personnel visit or render services at Producer’s controlled facilities or areas, then during such times, Lessor shall comply with Producer’s standard business practices and policies, including all health and safety protocols and procedures as required by Producer; and (x) Lessor will, at Lessor’s sole cost and expense, replace or repair any Equipment that is not in good working order or condition at the time such Equipment is provided to Producer, as determined by Producer in its sole discretion.

6. Industry Guidelines: Lessor, its employees and any and all owners and subcontractors of Lessor shall conform their work to any and all guidelines, standards, and regulations of any authority having jurisdiction applicable to the type of work or services covered by this Agreement. Lessor shall comply with any and all industry, federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the performance of the services hereunder, including but not limited to those related to workplace and employee safety.

7. Indemnification. Lessor will indemnify and hold harmless Producer against any and all liability, damages, costs, expenses (including reasonable outside attorneys’ fees and costs) and causes of action of any kind (including injury to persons or property) arising from any hidden, latent or other defect or product liability with respect to the Equipment, Lessor’s or its employees, contractors, officers or agents’ negligence or misconduct or any breach or alleged breach of any of Lessor’s representations, warranties or agreements hereunder. Lessor shall be solely responsible for and shall indemnify Producer from and against any and all compensations and benefits which may be due to any personnel of Lessor. Producer will indemnify and hold harmless Lessor against any and all liability, damages, costs, and expenses (including reasonable outside attorneys’ fees and costs) in connection with any third party claim or action (other than those arising out of a breach of Lessor’s representations, warranties, or agreements hereunder or out of any willful misconduct, gross negligence or intentionally tortious act(s) or omission(s) by Lessor) in connection with the development, production, distribution, or exploitation by or on behalf of Producer, its affiliates, successors, or assigns, or its or their licensees, of the Recordings, Project or any element thereof or therein.

8. Rights. Producer will have the irrevocable, perpetual right to take photographs (e.g., stills, digital, film, tape or otherwise), recordings (e.g., sound or video) and create video content (collectively, “**Recordings**”) of the Equipment and to license, use and re-use, and authorize others to license, use and re-use, such Recordings for any and all purposes as Producer may elect, in its sole discretion, in any manner and at any time, by any and all means, media, devices, processes and technology now or hereafter known or devised, throughout the universe, in perpetuity, and in any and all languages and formats, including without limitation the right to incorporate and use such Recordings in and in connection with the Project and the development, production, advertising, marketing, publicity, promotion, merchandising, distribution and other exploitation thereof. The rights herein granted also include the right to photograph, record and replicate the Equipment (including the exterior and interior of such Equipment and any names, logos and verbiage contained thereon), the right to refer to the Equipment by any real or fictitious name(s) and the right to attribute fictitious events as occurring with the Equipment. All rights of every kind and nature whatsoever in and to the Recordings and any other photographs (still or motion), digital files, video tapes, recordings or materials made or created hereunder will be and remain the sole and exclusive property of Producer. Nothing contained in this Agreement will grant, transfer or convey any security interest, lien or other encumbrance to Lessor in or to any property of Producer, including without limitation the Project, Recordings or any other materials of any kind or nature created hereunder. Neither Lessor nor any other party now or hereafter claiming an interest in the Equipment and/or interest through Lessor will have any right of action against Producer or any other party arising from or based upon any use or exploitation of the Recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature. Lessor and any other party now or hereafter claiming an interest in the Equipment and/or interest through Lessor hereby waives any and all rights of privacy, publicity and other rights of a similar nature and hereby releases Producer and its affiliates, successors, assignees and licensees from any and all claims, demands or causes of action in connection with Producer’s use or exploitation of the Recordings of the Equipment taken hereunder. Nothing contained herein will obligate Producer to actually use the Equipment, the services of Lessor, or to produce or exploit the Project or Recordings in any manner, and Producer may, in its sole discretion, terminate this Agreement at any time for any reason whatsoever without notice or liability.

9. Remedies. Lessor will be limited to an action for money damages for any breach of this Agreement by Producer, and Lessor waives any right or remedy in equity, including without limitation the right to seek and/or obtain rescission and/or equitable and/or injunctive relief. Without limiting the foregoing, in no event will Lessor be permitted to prevent or inhibit the production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the Project or the Recordings.

10. Confidentiality. Any publicity, advertising or press with respect to the Project will be under the sole control of Producer. Therefore, Lessor (or any employee and/or agent and/or contractor of Lessor) will not consent to or authorize any person or entity to release such information without Producer’s prior written approval. Further, Lessor may acquire certain confidential information regarding the Project, Producer’s other audiovisual productions or projects, employees, affiliates, or other business activities during the course of Producer’s use of the Equipment hereunder. Lessor (or any employee and/or agent and/or contractor of Lessor) will keep such confidential information secret and not disclose, disseminate, or distribute such information or use such information for its own account or for the account of others without Producer’s prior written approval. Any violations of this paragraph will be deemed to be a material breach of this Agreement, and Producer will be entitled to any and all remedies under law and/or in equity.

11. Miscellaneous.

(a) Lessor will take such further acts and execute and deliver to Producer any and all documents consistent herewith that Producer reasonably deems necessary to evidence and effectuate all or any of Producer’s rights hereunder or otherwise to effectuate the terms and intentions of this Agreement. Lessor irrevocably appoints Producer as attorney-in-fact with full power to take such further acts and execute, deliver, and record in the U.S. Copyright Office or elsewhere any and all such documents consistent herewith that Lessor fails to execute, and deliver within 5 business days after Lessor’s receipt of Producer’s written request and furnishing of copies therefor, unless a shorter period of time is reasonably required by Producer. The appointment will be a power coupled with an interest.

(b) Lessor will observe, and will cause its employees, officers and agents to observe, all policies and rules of conduct from time to time established by Producer for observance by individuals engaged by Producer in the conduct of its business of which Lessor is made aware and, without limiting the foregoing, will comply with all applicable laws.

(c) Nothing in this Agreement is intended or should be construed to create a partnership, joint venture or employer- employee relationship between the parties hereto (or any of their employees or agents), and neither party is the agent of the other. Each party is an independent contractor to the other and will have no right, authority or power to create any obligation or responsibility, express or implied, on behalf or in the name of the other party.

(d) Lessor represents and warrants that Lessor: (i) is familiar with the provisions of Section 508 of the Federal Communications Act, as amended (47 U.S.C. Section 508), requiring full on-air disclosure of any payment or consideration made to talent in exchange for an agreement or mention or other exposure of any material, including a brand name, product or service (“**FCC Statute**”); (ii) is aware that the violation of the FCC Statute constitutes a criminal offense; (iii) has not accepted or agreed to accept, and will not accept or agree to accept, any payment or consideration in exchange for promotional mention or exposure; and (iv) has not done and will not do any other act that would require disclosure pursuant to the FCC Statute.

(e) Producer may freely assign this Agreement and any rights granted hereunder in connection with the development, production, advertising, publicizing, merchandising, distribution, exhibition and exploitation of the Project, Recordings or any of Producer’s rights or obligations hereunder. Lessor’s services are of a special, unique, and unusual character, and Lessor may not assign, transfer, license, delegate, or grant all or any part of its rights or obligations hereunder to any other person or entity.

(f) If there is any conflict between any provision of this Agreement and any present or future statute, ordinance regulation, or collective bargaining agreement, the latter will prevail; provided that the provision hereof so affected will be limited only to the minimum extent necessary and no other provision will be affected. Without limiting the foregoing, any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(g) This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by the parties. This Agreement may be signed in counterparts and transmitted via electronic means, and such counterparts (including digital copies thereof) taken together will constitute an original binding agreement. This Agreement will be construed and enforced in accordance with the laws of the State of California governing contracts to be wholly performed in California.

ACCEPTED AND AGREED:

**LESSOR:**

Sign:

Print:

Title:

**PRODUCER:**

Sign:

Print:

Title:

**EXHIBIT “A”**

| DATE OF EXHIBIT |  |
| --- | --- |

| RENTAL TERM | On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (subject to change due to production exigencies) |
| --- | --- |
| ITEM | Description: |
| Value: ! |
| Fee: ! |
| SPECIAL CONDITIONS |  |

| RENTAL TERM | On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (subject to change due to production exigencies) |
| --- | --- |
| ITEM | Description: |
| Value: $ |
| Fee: $ |
| SPECIAL CONDITIONS |  |

| RENTAL TERM | On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (subject to change due to production exigencies) |
| --- | --- |
| ITEM | Description: |
| Value: $ |
| Fee: $ |
| SPECIAL CONDITIONS |  |

ACCEPTED AND AGREED:

**LESSOR:**

Sign:

Print:

Title:

**PRODUCER:**

Sign:

Print:

Title: