

## EQUIPMENT RENTAL AGREEMENT

*\*Summary Table*

<b>LICENSOR</b>	
<b>Company</b>	Kinolime, Inc.
<b>Street Address</b>	254 36 <sup>th</sup> St
<b>Suite No.</b>	B335
<b>City, State Zip</b>	Brooklyn, NY 11232
<b>Contact Person</b>	
<b>Phone</b>	
<b>Email</b>	
<b>LICENSEE</b>	
<b>Company</b>	
<b>Street Address</b>	
<b>Suite No.</b>	
<b>City, State Zip</b>	
<b>Contact Person</b>	
<b>Phone</b>	
<b>Email</b>	
<b>PROJECT &amp; SHOOT INFORMATION</b>	
<b>Project Title</b>	_____ (the " <b>Picture</b> ")
<b>Project Type</b>	<input type="checkbox"/> Theatrical <input type="checkbox"/> TV <input type="checkbox"/> Commercial <input type="checkbox"/> New Media
<b>Start Date and Time</b>	_____, 20__, __ AM / PM (the " <b>Start Date</b> ")
<b>End Date and Time</b>	_____, 20__, __ AM / PM (the " <b>Stop Date</b> ")

This Equipment Rental Agreement (this “**Agreement**”), dated \_\_\_\_\_, 2023 (the “**Effective Date**”), is made by and between Licensor and Licensee, each of which may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**1. Permission to Use Equipment.** Licensor, during the Term (defined below) hereof, grants to Licensee, and Licensee’s successors, assigns, licensees, employees, agents, independent contractors and suppliers, permission to use the equipment (the “**Equipment**”), including, without limitation, Licensor’s personal property and/or tangible assets, as otherwise noted in the attached sales confirmation (the “**Sales Confirmation**”) for the purpose of making still and motion pictures and sound recordings of, on and/or about the Picture.

**a. No Other Terms.** The terms contained in this Agreement are the only terms and conditions, oral or written, applying to Licensor’s leasing of the Equipment to Licensee. Licensor objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to any purchase order, request for proposal, or other communication by Licensee. Licensor’s failure to object to any provision contained in a document or communication from Licensee shall not be a waiver of any terms or conditions contained in this Agreement, or any applicable Sales Confirmation.

**b. Acceptance of the Equipment.** Licensee, by payment of the Deposit (defined below), shall be deemed to have accepted the Equipment in its then-existing condition and state of repair.

**c. Return of the Equipment.** On or before the conclusion of the Stop Date, Licensee covenants and agrees that Licensee shall return all of the Equipment to Licensor. Licensee shall return the Equipment in as good condition as when received by Licensee, reasonable wear and tear excepted. Licensee will use reasonable care to prevent damage to the Equipment and will indemnify Licensor from any damages and/or losses arising out of personal injuries or property damage resulting from any act of negligence by Licensee in connection with Licensee’s use of the Equipment. Licensee shall not make any other improvements or modifications to the Equipment during the Term without Licensor’s prior written consent. Licensee agrees to refrain from any acts, which would in any manner damage or destroy any portion of the Equipment, and, Licensee further agrees to restore or make restitution for any damages or destruction inflicted by Licensee or Licensee’s employees, agents, patrons, contractors or other persons, which may occur as a result of Licensee’s use of the Equipment during the Term.

**d. Title to the Equipment.** Licensor shall at all times retain title to the Equipment, and Licensee shall not represent otherwise to any person or entity. All documents of title and evidence of delivery shall be delivered to Licensor. Licensee shall not change or remove any insignia or lettering that is

on the Equipment or that is thereafter placed thereon indicating Licensor's ownership thereof; and at any time during the Term of this Agreement, upon request of Licensor, Licensee shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Licensor stating Licensor owns the Equipment. Licensor shall at all times be permitted to undertake any action to file and/or record, in accordance with the Uniform Commercial Code, financing statements setting forth Licensor's interest in the Equipment.

- e. **Care and Use of the Equipment.** Except for damage or repairs due to the acts or omissions of Licensor or its employees, agents or contractors, Licensee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair and appearance, and Licensee shall protect the same from deterioration, other than normal wear and tear. Licensee shall use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the Parties.
- f. **Risk of Loss.** Licensee shall bear the entire risk of the Equipment being lost, destroyed or otherwise unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after it has been delivered by Licensor to Licensee. If an Event of Loss shall occur with respect to the Equipment, Licensee shall promptly notify Licensor of that fact in writing. Except to the extent caused by the acts or omissions of Licensor or arising out of a breach of this Agreement by Licensor, within thirty (30) days, Licensee shall pay to Licensor an amount equal to the Equipment Fee payment due and payable with respect to the Equipment on or prior to such date, plus a sum equal to the casualty value of the Equipment as of the date of such payment (which, for purposes of this Agreement, shall be determined in good faith by the Parties in direct relation to the value of the portion of the Equipment deemed to have been lost).

2. **Term.** The period commencing as of the Start Date and continuing through the conclusion of the Stop Date shall be referred to herein as the "**Term.**"

- a. **Licensee's Exclusive Right During the Term.** Subject to the contingencies contained herein, Licensee is granted the exclusive use of the Equipment during the Term for filming the Picture.
- b. **Licensor's Reservation of Rights.** During the Term, Licensor reserves to itself the following rights:
  - i. at any reasonable time with reasonable notice (except for emergencies) to inspect, repair, alter, improve, update or make additions to the Equipment so long as Licensee's access to and use of the Equipment is not materially impaired thereby; and

ii. to take such other actions as may reasonably be necessary when the same are required to preserve, protect or improve the Equipment, or Licensor's interest therein at any reasonable time with reasonable notice (except for emergencies), so long as Licensee's access to and use of the Equipment is not materially impaired thereby.

c. **Holding Over.** If Licensee fails to deliver possession of the Equipment at the conclusion of the Stop Date, but holds over after the expiration or earlier termination of this Agreement without the express prior written consent of Licensor, such possession shall be subject to a daily overage fee payable by Licensee during such period of holding over, which shall automatically apply as of the conclusion of the Stop Date at a rate that is equal to double the listed hourly rate, daily rate or weekly rate, as the case may be (the "**Holdover Fee**"), as noted in the Sales Confirmation. During any period of holding over, Licensee shall be obligated to pay the Holdover Fee for a minimum of five (5) hours if less than one (1) day of holding over resulted. There shall be no pro-rata apportionment of the Holdover Fee. Licensee's payment of such Holdover Fee, and Licensor's acceptance thereof, shall not constitute a waiver by Licensor of any of Licensor's rights or remedies with respect to such holding over, nor shall it be deemed to be a consent by Licensor to Licensee's continued occupancy or possession of the Equipment past the time period covered by Licensee's payment of the Holdover Fee.

i. Furthermore, if Licensee fails to deliver possession of the Equipment to Licensor upon the expiration or earlier termination of this Agreement, and Licensor has theretofore notified Licensee in writing (email is sufficient) that Licensor requires possession of the Equipment for a succeeding licensee, then, in addition to any other liabilities to Licensor accruing therefrom, Licensee shall protect, defend, indemnify and hold Licensor harmless from all loss, costs (including reasonable attorneys' fees and expenses) and liability resulting from such failure, including, without limiting the foregoing, any claims made by any succeeding tenant arising out of Licensee's failure to so surrender, and any lost profits to Licensor resulting therefrom. Additionally, if Licensee has a credit card on file with Licensor, Licensor shall be automatically authorized to charge the Holdover Fee to the card.

3. **Suspension; Cancellation; Extensions.** This Agreement is final and binding upon the Parties.

a. **Suspension; Cancellation for Force Majeure Event.** For reasons involving a Force Majeure Event (defined below), if the Force Majeure Event occurs

prior to the commencement of the Start Date, the Parties may either (x) mutually agree to amend the Start Date and Stop Date for a time that is within six (6) months of the originally scheduled Start Date, or (y) either Party may elect, upon providing written notice (email is sufficient) to the other of their election to terminate this Agreement. In the event of termination for a Force Majeure Event prior to the commencement of the Start Date, Licensee shall be entitled to a full refund of the Deposit and all amounts of the Equipment Fee (defined below), if applicable. Alternatively, if a Force Majeure Event occurs after the commencement of the Start Date, Licensee shall not be entitled to a refund of the Deposit or any amounts of the Equipment Fee previously paid, and the Parties shall mutually agree to amend the Start Date and Stop Date for a time that is within six (6) months of the originally scheduled Start Date.

- i. Force Majeure Event Defined.** A “Force Majeure Event” will be defined as the interruption of or material interference with the preparation, commencement, production, completion, or distribution of the Picture by any cause or occurrence as the case may be, including fire, flood, pandemic, epidemic, earthquake, explosion, accident, riot, war (declared or undeclared), blockade, embargo, act of public enemy, civil disturbance, labor dispute, strike, lockout, inability to secure sufficient labor, power, essential commodities, necessary equipment or adequate transportation or transmission facilities, any applicable Law, or any act of God.
- b. Early Termination by Licensee.** Unless otherwise later agreed to in writing (email is sufficient) between the Parties, in the event Licensee desires to cancel this Agreement, the following will apply:

  - i.** if cancellation occurs not less than \_\_\_\_ days prior to the Start Date, Licensee shall receive a full refund of the Deposit (defined below);
  - ii.** if cancellation occurs not less than \_\_\_\_ days prior to the Start Date, Licensee shall receive a fifty percent (50%) refund of the Deposit;
  - iii.** if cancellation occurs not less than \_\_\_\_ days prior to the Start Date, or after the commencement of the Start Date, Licensee shall not be entitled to a refund of the Deposit; or
  - iv.** if cancellation occurs after the commencement of the Start Date, Licensee shall not be entitled to a refund of the Deposit and Licensee shall be liable to Licensor for the entire Equipment Fee.

- c. **Extension of the Term.** Subject to availability, the Parties may mutually agree to extend the Term, and Licensee shall be responsible to pay Licensor for such additional amounts based upon the length of the extension.
- d. **Licensor's Right of Cancellation.** Licensor shall be permitted to cancel this Agreement, for any reason, upon providing Licensee with not less than \_\_\_\_ (\_\_\_\_) days advance written notice (email is sufficient) prior to the commencement of the Start Date. In the event of a Licensor cancellation, Licensee shall be entitled to a full refund of the Deposit and the Equipment Fee.

#### 4. Payment Terms.

- a. **Damage Deposit.** The Parties agree that a damage deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) (the "**Damage Deposit**") will be paid to Licensor within five (5) business days of the Start Date and shall be held by Licensor during the Term. Provided Licensee has performed all of Licensee's obligations under this Agreement and is not in material, uncured default hereunder, the Damage Deposit will be returned to Licensee within ten (10) business days of the conclusion of the Stop Date, subject to Licensee returning the Equipment in good working condition. No interest upon the Damage Deposit shall be paid to Licensee. In the event of a dispute over the return of any or all of the Damage Deposit, Licensor will, within ten (10) business days following the Stop Date, provide Licensee with written notice (email is sufficient) of such disputes, and the Parties will attempt, in good faith, to timely resolve said disputes. The Damage Deposit shall be retained by Licensor during the resolution of any such dispute.
- b. **Deposit.** Contemporaneously with the execution of this Agreement, Licensee shall pay to Licensor the deposit noted in the summary page of this Agreement (the "**Deposit**"). The Deposit, unless otherwise noted herein, shall be non-refundable, but shall be fully applicable against the Equipment Fee.
- c. **Equipment Fee.** The entire balance of the Equipment Fee noted in the Sales Confirmation (the "**Equipment Fee**") shall be paid in full to Licensor no less than \_\_\_\_ (\_\_\_\_) days prior to the Start Date. Failure to pay the Equipment Fee in full may result in a forfeiture of the Deposit and cancellation of the filming dates.
- d. **Methods of Payment.** All amounts owed to Licensor hereunder shall be paid by cash, certified bank check, credit card or wire transfer to coordinates to be separately provided by Licensor.

**5. Licensee's Indemnification and Hold Harmless.** Licensee shall indemnify and hold Licensor harmless from and against all claims, suits, demands, damages, judgments, costs, interest and expenses (including attorneys' fees and costs incurred in the defense thereof) to which Licensor may be subject or suffer when the same arise out of the negligence or willful misconduct of Licensee or any of Licensee's agents, contractors, invitees, directors, employees, licensees, officers, partners or shareholders (collectively, "**Licensee Parties**") in connection with the use of the Equipment.

a. Licensee's indemnification shall extend to any and all claims and occurrences, whether for injury to or death of any person or persons, or for damage to property (including any loss of use thereof), or otherwise, occurring during the Term or prior to the Start Date and to all claims arising or resulting from any condition or use of the Equipment, and the conduct of Licensee's business by any Licensee Parties or any other activity, work or thing done, permitted or suffered by any Licensee Parties, resulting from Licensee's use of the Equipment, or due to or resulting from any default by Licensee in the keeping, observance or performance of any covenant or provision of this Agreement, or from the negligence or willful misconduct of any Licensee Parties. Notwithstanding anything to the contrary contained in this Agreement, Licensee's indemnification shall not extend to the negligence or willful misconduct of Licensor or the negligence or willful misconduct of Licensor's agents, contractors, directors, employees, officers, partners or shareholders, nor to such events and occurrences for which Licensor otherwise carries insurance coverage.

b. **Limitation of Licensor's Liability.** Licensee expressly agrees that Licensor's liability to Licensee for all claims related to this Agreement shall be limited solely and exclusively to the amount of the Equipment Fee paid by Licensee to Licensor. In no event shall Licensor be liable for special, incidental, consequential, or expectation damages of any kind whatsoever, or for the loss of profits or revenue, or for loss of use, or for actual losses, or for loss of production or progress or good will, whether resulting in any manner from breach of any obligation of Licensor under this Agreement. The foregoing limitation of damages and disclaimer of special, incidental, consequential, and expectation damages shall apply to all causes of action whatsoever asserted against Licensor pertaining to the performance or nonperformance of any obligation under this Agreement. Licensee specifically agrees that Licensor's principals, agents, employees, directors, shareholders, invitees, and board members shall have no personal liability arising from this Agreement. Further, Licensee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Licensee.

**6. Licensee’s Insurance Requirements.** As a condition precedent to this Agreement, prior to the commencement of the Start Date, Licensee agrees to obtain and maintain in full force and effect for the duration of the Term, the following minimum insurance coverages written by companies approved by the State of New York and acceptable to Licensors. Licensors shall be named as an additional insured as to all applicable coverages. Licensee’s certificate of liability shall clearly indicate the following:

<b>Insurance Agency</b>	Name of Agency, address & phone number
<b>Insurance Company</b>	Full name of the company that holds the coverage along with the address and telephone number
<b>Insured’s Name</b>	Licensee’s Name and Address
<b>Property Damage Coverage</b>	
“All Risk” Physical Damage Insurance	Include: Policy No., Effective Date, Expiration Date of Coverage
Named “Loss Payee”	Endorsement giving 30 days’ written notice of any changes or cancellation
Limits: The full replacement value of the equipment	
<b>General Liability Coverage</b>	
Include: Policy No., effective date and expiration date of coverage	Endorsement giving 30 days’ written notice of any changes or cancellation
<b>Limits</b>	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$500,000 per occurrence
Combined Single Limit	\$1,000,000 per occurrence
<b>Certificate Holder / Additional Named Insureds</b>	
Kinolime, Inc. 254 36 <sup>th</sup> St Suite B335 Brooklyn, NY 11232	1-10 Bush Terminal Owner LP 220 36 <sup>th</sup> St Suite 2A Brooklyn, NY 11232

**a. Mutual Waiver of Subrogation.** The Parties agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against either Party, as the case



may be. Each Party agrees to give immediately to its respective insurance company, which has issued policies of insurance covering any risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section 8(a), and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. If either Party fails to provide the insurance policy or policies required herein, the waiver of subrogation contained in this Section 8(a) shall no longer inure to the benefit of the Party failing to provide such insurance, and the Party claiming against such uninsured Party shall be entitled to restitution of all damages and expenses suffered and/or claimed, without limitation.

- b. In the event Licensee fails to obtain and maintain the requisite insurance coverages during the Term, Licenser shall have a right to terminate this Agreement, and Licensee shall not be entitled to any refunds of the Deposit and/or the Equipment Fee.

**7. Licensee's Compliance with Laws.** Licensee shall not use, knowingly permit to be used, or knowingly permit anything to be done in or about all or any portion of the Equipment, which will in any way knowingly violate any laws, statutes, ordinances, rules, orders or regulations duly issued by any governmental authority having jurisdiction over the Equipment, or by the State's Board of Fire Underwriters (or any successor thereto) (collectively "**Codes**").

**8. No Assignment of this Agreement by Licensee.** Absent the express written consent of Licenser, Licensee shall not be permitted to assign this Agreement to any third Party.

**9. Notices.** All notices hereunder shall be in writing and shall be given either by registered or certified mail (postage prepaid) or a national overnight courier services (such as Federal Express), or by electronic mail, and shall be deemed given here under on the date delivered to the address of the Parties noted in the summary page above.

## **10. Miscellaneous.**

- a. **No Third-Party Beneficiaries.** Unless otherwise expressly provided for in writing, nothing in this Agreement is intended or will be construed to give any person or entity, other than the Parties, and their successors or assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provisions contained herein.

- b. **Section Headings.** The headings of paragraphs, sections or other subdivisions of this Agreement are for convenience in reference only. They will not be used in any way to govern, limit, modify, construe or otherwise be given any legal effect.
- c. **Governing Law.** This Agreement will be deemed to have been negotiated and entered into and will be construed in accordance with the laws of the State of New York to agreements which are fully negotiated, signed, and performed within New York. All actions, proceedings, or litigation arising from this Agreement will be instituted and prosecuted solely within the State of New York. The Parties hereby consent to the jurisdiction of the state courts of New York and the federal courts located in the State of New York as to any matter arising out of or relating to this Agreement.
- d. **Partial Invalidity.** Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under Applicable Law, but in case any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.
- e. **Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other instruments and will do any and all further acts and things reasonably necessary and consistent herewith in connection with the performance of each of their obligations hereunder to carry out the intent of this Agreement.
- f. **Execution in Counterparts.** This Agreement may be executed in two counterparts, each of which will be considered an original instrument, but both of which together will be considered one and the same agreement.
- g. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either Party.
- h. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as

nearly as possible, the original intentions of the Parties, and the remainder of the Agreement will continue in full force and effect.

- i. **Modification / Amendment.** No modification, amendment, waiver, termination or discharge of this Agreement or of any of the terms or provisions hereof will be binding upon any of the Parties hereto, unless confirmed in writing by the Parties. No waiver by either Party of any term or provision of this Agreement or of any default hereunder will affect either Party's respective rights thereafter to enforce such terms or provisions or to exercise any right or remedy in the event of any other default, whether similar or not. Any verbal or written understanding previously agreed upon will be null and void upon full execution of this Agreement.
  
- j. **Legal Representation.** **THE PARTIES HEREBY REPRESENT AND WARRANT THAT THE PARTIES HAVE HAD AN OPPORTUNITY TO CONSULT INDEPENDENT LEGAL COUNSEL AND/OR HAVE BEEN REPRESENTED BY COUNSEL OF THE PARTIES' OWN CHOOSING IN THE PREPARATION AND ANALYSIS OF THIS AGREEMENT. THE PARTIES HAVE READ THIS AGREEMENT WITH CARE AND BELIEVES THAT EACH OF THE PARTIES ARE FULLY AWARE OF AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND ITS LEGAL EFFECT.**
  
- k. **Entire Agreement.** This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by written instrument signed by the Parties hereto.

**SIGNATURE PAGE TO THE  
EQUIPMENT RENTAL AGREEMENT DATED \_\_\_\_\_, 2023  
BETWEEN  
KINOLIME, INC.  
AND**

---

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement, effective the later of the date(s) written below.

**LICENSOR**

---

Kinolime, Inc.  
By:  
Its: Authorized Signatory

**LICENSEE**

---

[Name]  
By:  
Its: Authorized Signatory