

## EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement is made between PostWorks New York (“Lessor”) and the Customer as described on the reverse hereof (“Lessee”) and is effective as of the date of order shown on the reverse side.

1. **AUTHORIZATION.** I/We hereby acknowledge receipt of a copy of this Agreement and hereby represent that I/we have the specific capacity and/or authority to enter into this contract and/or sign this contract on behalf of a corporate or like business entity.
2. **TERMS/RENTAL/PAYMENT.** This is a lease of the equipment and accessories (collectively referred to as “equipment”) described on the reverse side. Lessee acknowledges that it has examined the equipment and it is in good working condition. Lessor guarantees all equipment to be operational when it leaves its premises and Lessor cannot be responsible for Lessee's failure to operate the equipment properly. The term of this Agreement, unless otherwise specified, is from day to day and Lessee acknowledges that liability for payments accrues on a daily basis. If Lessee fails to return the equipment by the return date specified herein Lessee shall be liable for the daily cost of the equipment until returned or, if lost, replaced. If no return date is specified. Lessee is liable for the daily rental cost of the equipment until it is returned. Lessee agrees to pay the rent within the earlier of thirty (30) days after invoice and/or the commencement of use of the equipment. Terms of payment are based upon credit information Lessee supplies at time of rental. Should there be any change in such information; Lessee agrees that PostWorks New York may demand immediate payment without prior notice. A service charge of 1 1/2% per month will be assessed on all past due accounts
3. **LOCATION/AUTHORIZED USE.** The equipment shall be used only at the locations shown on the reverse side and shall not be removed from these locations without Lessor's written consent. Lessee agrees that the equipment shall be used only by duly qualified employees and/or agents of Lessee. The equipment will be used in strict compliance with standard operating procedures prescribed for the equipment and only for the purpose or production contemplated, except in those circumstances where labor is supplied by Lessor. Lessee shall not remove the equipment from its location without Lessor's written consent.
4. **COMPLIANCE WITH LAW/LABELS.** Lessee shall comply with all laws, ordinances regulations in any way relating to the use, operation and maintenance of the equipment. Lessor's property labels shall not be removed. Lessee is responsible for removing Lessee's identifying labels before returning the equipment.
5. **ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the equipment without the written consent of Lessor.
6. **INSPECTION.** Lessor shall have the right to inspect the equipment or observe its use at all reasonable times.
7. **DEPOSITS.** Any and all equipment rentals shall at Lessor's election be subject to a deposit charge by cash, cashier's check or bank credit card which shall be based upon a percentage of the value of the equipment and set forth herein.
8. **GENERAL INSURANCE.** Lessee hereby agrees to insure the equipment with an insurance carrier for the full value thereof; and shall name Lessor as an additional insured and loss payee on their liability and equipment policies and shall provide Lessor with a Certificate of Insurance upon demand by Lessor or upon hire of the equipment. The insurance shall cover loss or damage in the Continental U.S. or abroad, in transit or otherwise. Lessee must notify Lessor of Lessee's intention to use equipment outside the continental U.S., and gain their permission to do so. For rentals outside the U.S., Lessee is responsible for prepayment of all customs duties, excise taxes, brokerage charges, shipping fees and taxes and/or other charges that may be imposed by any country. Any additional equipment rentals needed, due to impound or delays in shipping or customs are the responsibility of the Lessee. Lessee hereby acknowledges that daily rental charges shall accrue for time in transit, including time equipment may be in the hands of customs and are the responsibility of Lessee. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified in the terms of this Agreement, or to provide the Lessor upon hire of the equipment with satisfactory evidence of insurance, the Lessor may, but shall not be obligated to, procure the insurance and Lessee shall reimburse the Lessor on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic breach of this agreement. Lessee shall also be liable for any loss or damage sustained by Lessor including but not limited to the daily rental value of the equipment from the pick-up date until return, repair, and/or replacement
9. **LOSS AND DAMAGE.** In addition to the insurance, Lessee shall be responsible for any loss or damage to the equipment from any cause whatsoever occurring after delivery to Lessee and Lessee's acceptance of the equipment and before possession of the equipment is returned to Lessor. In the event of theft, Lessee agrees to immediately report loss to Renter and file a police report. Lessee shall keep the equipment in its custody and in good condition and repair, ordinary wear and tear excepted. In the event the equipment is lost, stolen, missing, destroyed or not returned for any reason, the Lessee shall be responsible for the cost to replace the same item with the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. If the equipment is damaged, broken or returned incomplete, the Renter will make a determination of the extent of the damage and the required repairs. Lessee and/or Lessee's representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Lessor's judgment shall be conclusive upon Lessee. Should Lessor determine that the equipment must be replaced, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. Lessee shall be responsible and shall pay Lessor the repair or replacement cost of any equipment damaged, lost, stolen, missing, broken or otherwise. Should any damage or loss cause the equipment not to be rentable, Lessee shall be liable for daily rental costs until equipment has been repaired or replaced.
10. **SURRENDER.** Upon the expiration or earlier termination of this Agreement, Lessee shall return the equipment and all accessories (including, but not limited to, sensors, connectors, cables, terminations, power cords, operation or maintenance manuals, and test charts furnished by Lessor) to Lessor in the same condition as at the delivery to Lessee, ordinary wear and tear excepted. Lessor's acceptance of

the return of the equipment is not a waiver by it of any claims it may have against Lessee nor a waiver of claims or latent or patent damage to the equipment.

11. **DISCLAIMER OF WARRANTY.** Lessor makes no warranty, express or implied, regarding the equipment, including without limitation, any warranty of merchantability or fitness for a particular purpose. Lessor's obligation to Lessee shall be limited to the repair or replacement of equipment which is defective when delivered to Lessee and Lessee agrees that this shall be its sole and exclusive remedy against Lessor.
12. **DOWNTIME.** Lessor shall be entitled to use up to ten percent (10%) of the billed daily time on the job at its discretion for maintenance, etc., without any deduction for such 'Down Time' from the total charges payable by Lessee. Lessor shall make a reasonable effort to have its equipment functioning to meet Lessee's shooting schedule; however, Lessor shall not be liable for and Lessee shall indemnify and hold Lessor harmless from any and all general and consequential damages suffered by Lessee or third party beneficiaries of Lessee, including compensation to personnel, from any cause including malfunction of the equipment. In the event of equipment failure or malfunction at a job site, Lessee should notify Lessor immediately by telephone. Lessor cannot accept responsibility for malfunctions reported after termination of rental.
13. **ASSIGNMENT/LIENS.** This Agreement and/or the equipment may not be assigned, transferred, pledged, hypothecated, sublet or lent by Lessee to anyone without prior written consent of Lessor. Lessor may assign this Agreement and/or mortgage and/or sell the equipment subject to the terms hereof.
14. **CANCELLATION.** In the event of cancellation, charges may apply in consideration of the Lessor's preparing, holding in reserve or sub-renting equipment on Lessee's behalf. By keeping the Lessor informed of your shooting schedule Lessee can either minimize or avoid cancellation fees.
15. **TIME CODE.** Additional equipment and supplies will be billed separately on completion of job. S.M.P.T.E. time coding is available, however, Lessor assumes no responsibility whatsoever for the performance or accuracy of this coding equipment.
16. **DEFAULT.** In the event Lessee shall fail to make any of the lease payments when due or shall fail to perform any other covenant or condition required hereof or any of the events described in the following paragraphs occur, Lessor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process;
  - a. Recover from Lessee all sums then due;
  - b. Repossess the leased equipment (by entering upon Lessee's premises, if necessary) without liability for trespass, or responsibility with respect to the leased equipment or to any article left in or attached to same, and recover from Lessee all damages sustained by Lessor as a result thereof;
  - c. Recover from Lessee any and all damages which Lessor shall have sustained by reason of non-performance by the Lessee of the terms and conditions of this lease;
  - d. Retain, free from any claim by Lessee, all payments or other property theretofore received under this lease;
  - e. Recover from Lessee all expenses incurred by Lessor protecting its rights under this agreement, including, without limitation, attorney's fees, court costs, and costs of locating, repossessing, repairing, reconditioning and storing the leased equipment.
17. **BANKRUPTCY.** Neither this Lease Agreement nor the equipment is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is judged insolvent, or makes any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the equipment, Lessor shall have and may exercise any one or more of the remedies set forth in paragraph (16) hereof. This Rental Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option and Lessor shall recover from Lessee any and all costs or damages associated with recovery of this equipment.
18. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses including attorney's fees, incurred by the Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. This contract shall be governed by the applicable laws of the State of [California or New York], and the Lessee shall agree that any proceedings which it may institute shall be brought in the State of [California or New York].
19. **SEVERABILITY.** The provisions of this Agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
20. **PARTIES BOUND.** This Lease Agreement shall be binding and inure to the benefit of the heirs, executors, administrators and assignees of the parties hereto.
21. **INDEMNIFICATION.** Lessee agrees to indemnify the Lessor and to hold the Lessor, its employees and agents harmless from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.



- 22. **COMPUTER RENTAL AND USE.** Lessee acknowledges that it has received and reviewed the Computer Equipment Rental and Use Agreement which is incorporated herein and which shall apply to all rentals and/or use of computers, including but not limited to PC, Laptops, Avid equipment and their accessories.
- 23. **ENTIRE AGREEMENT.** This contract contains the complete and final agreement between Lessor and Lessee, and no other agreement in any way modifying any of said terms and conditions will be binding upon Lessor unless made in writing and signed by Lessor.

PostWorks New York

[CUSTOMER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_