

SET DRESSING / PROPS RENTAL AGREEMENT TERMS AND CONDITIONS MINI SUPER STUDIOS

The following TERMS AND CONDITIONS apply to all set dressing/prop rentals by MINI SUPER STUDIOS, (hereinafter referred to as "Lessor"), and the Lessee identified on the Rental Order Estimate attached hereto (hereinafter referred to as "Lessee") with respect to each and all the set dressing/props listed on the Rental Order Estimate attached hereto (collectively referred to hereinafter as the "Props").

(1) RENTAL AGREEMENT: These terms and conditions, and the purchase order and any addenda attached hereto, constitute a Rental Agreement (hereinafter, the "Agreement") or bailment of the Props and is not a sale or the creation of a security interest. Lessee will not have, or at any time acquire, any right, title, or interest in the Props, except the right to possession and use as provided for herein. Lessor will, at all times, be the sole owner of the Props (or the authorized agent for the owner).

(2) WEEKLY RENTALS: Our props are rented and invoiced on a weekly basis. The rental period begins on the day of pick-up and continues for seven (7) days. At the end of the seventh day, one extra "grace" day is allowed to return your props. For instance, if you pick up an order on Tuesday, the props are due back on the following Monday. The following Tuesday would be considered your "grace" day. If the props were not returned by 5 p.m. on Tuesday, you would then be charged for an additional week. Additional weeks are billed at the rate of fifty percent (50%) of the first week rental.

(3) PRODUCTION RENTALS: We offer production rental discounts to qualified customers, but they are not automatic. They must be established at the time the order is placed. Production rental discounts run follows:

First Week Full Price	Fifth Week 50% discount
Second Week 50% Discount	Sixth Week 50% discount
Third Week 50% Discount	Seventh Week 50 % discount
Fourth Week free of charge	Eighth Week free of charge

Productions discounts longer than 8 weeks continue on a recurring Fifth through Eighth week discount schedule. PLEASE NOTE: (a) Orders, or partial orders, returned after the production rental time-period expires, accrue weekly late charges at the rate of fifty percent (50%) of the first week rental. Free weeks are not available. (b) Rentals are billed in full during the first week of the rental. Failure to pay in full within the terms associated with your account type will result in the loss of any free weeks, in addition to any late payment charges and/or fees, as agreed upon in your account application form. (c) We do not provide "credit" for props that are returned early. Please contact us with any questions about our production rental policies.

(4) RISK OF LOSS: Lessee shall bear the entire risk of loss, damage, destruction, theft, requisition of title, confiscation, or taking (referred to herein as a "Property Loss") of the Props from the time the Props are placed in transit for shipping to Lessee, or from the time the Props are removed from Lessor's Loading Dock by Lessee or Lessee's Representative, until the Props are returned to and accepted by Lessor, except in the event of a Property Loss arising from Lessor's sole negligence or willful misconduct. In the event of a Property Loss, Lessee shall pay the cost to repair the Props to their original condition (by Lessor or a third party approved by Lessor), or to replace the Props, whichever is less. The Rental Estimate or Invoice attached hereto provides a list of Props for which the replacement value is specified, agreed, and incorporated herein. Lessee is also responsible for loss of use of the Props and Lessee shall fully compensate Lessor for such loss of use during the time the Props are being repaired or replaced, as applicable. Accrued rental charges shall not be applied against the purchase price or cost of repair of any Props involved in a Property Loss. Lessor will, in no event, be liable for any consequential, special, or incidental damages. Loss or damage of packing materials is included.

(5) INSPECTION AND MODIFICATION: Lessee acknowledges that the Props are rented/leased without warranty, or guarantee, except as required by law. Lessee shall examine and inspect any Props rented hereunder to determine that the Props are safe and in good working order. Such examination and inspection shall occur at the time of delivery or as soon as reasonable after delivery of the Props and in any event before the first use of the Props. Lessee's use of any Props shall constitute an acknowledgement by Lessee that such Props are in good working order and safe, and Lessee assumes all risk of liability resulting from any malfunctioning or otherwise unsafe Props. In the event Lessee causes any modification of any Prop in any manner whatsoever, Lessee shall be responsible for all liability which may arise in connection with the modification of such Props. Lessee shall not modify any Props without Lessor's prior written consent, and Lessee shall restore any modified Props to their original condition prior to the return of such Props to Lessor. Lessee shall be responsible for the cost, as determined by Lessor, to repair or replace any modified Props to their original condition.

(6) DISCLAIMER OF IMPLIED WARRANTIES: Lessee hereby acknowledges that the Props are rented "as is" and "with all faults." Lessor makes no warranty, and specifically disclaims any express or implied warranty whatsoever, with respect to the Props regarding title, condition, design, operation, merchantability, freedom from claims of infringement or the like, fitness for use for a particular purpose, quality of materials or workmanship, or absence of discoverable or non-discoverable defects.

(7) RELEASE OF LIABILITY: Lessee waives, releases, renounces, and disclaims expectation of or reliance on any warranty or representation, express or implied, relating to the Props subject to this Agreement. Lessor will not have any responsibility or liability to Lessee or any other person, whether arising in contract or tort, out of any negligence or strict liability of Lessor or otherwise, and Lessee waives, releases, renounces, and disclaims all Claims against Lessor for: (i) Any liability, loss, or damage caused or alleged to

be caused directly or indirectly by the Props; by any inadequacy, or deficiency, or defect of the Props; or by any other circumstances in connection with this Agreement including claims of infringement or the like; (ii) The use, operation, or performance of the Props or any risks related thereto; or (iii) Any consequential damages, including those for interruption of service, loss of business or anticipated profits.

(8) CLEARANCES: Lessee shall be solely responsible for obtaining any licenses or clearances necessary to display trademarks or other protected intellectual property in connection with the Props. Lessee agrees to defend, indemnify, and hold Lessor harmless from any and all Claims arising out of Lessee's failure to comply with the foregoing. Lessor will provide clearances for art where applicable.

(9) MAINTENANCE: Lessee shall (a) use, operate, maintain, transport, and store the Props in a careful and proper manner; (b) protect the Props from deterioration; (c) use the Props only for the uses contemplated herein; and (d) maintain accurate and complete records of all repairs and maintenance of the Props and allow Lessor to inspect those records at any time. Lessor shall not provide service, maintenance, repairs, or parts for the Props, except as otherwise specifically agreed by Lessor in writing.

(10) Any cancellations after confirmations will be billed at the full amount.

LESSEE:

Lessee's Authorized Representative:

Signature: _____ Print: _____ Date: _____

LESSOR: MINI SUPER INC. Lessor's Representative:

Signature: _____ Print: _____ Date: _____