LOST + FOUND PROPS, INC. RENTAL AGREEMENT

01 OCTOBER 2024

Renter, as set forth below, and Lost + Found Props, Inc., hereby agree as follows:

- 1. The Renter will rent the Props from Lost + Found Props, Inc. at the rates listed on the attached estimate/invoice, prop labels, or as posted electronically on the L+F website. The property is leased "as is" and "with all faults".
- 2. The Renter will use, operate, and store the Props only in the way they are intended to be used and for the purposes as advised by L+F. The Renter hereby acknowledges and agrees that it is renting the prop or props only and is not purchasing them. The prop or props are and shall remain the property of L+F. Renter represents and warrants that the props will be used for commercial purposes only, and not for personal, family or household purposes.
- 3. The Renter will assume responsibility for all damage or loss to the Props while they are in the Renter's possession, including while in transit, in use at the Renter's location, or in storage.
- 4. Renter agrees to examine and inspect any props rented hereunder to determine that they are safe and in good working order. Such examination and inspection shall occur at the time of delivery. If a prop is malfunctioning and/or determined to be unsafe, it shall be immediately returned to L+F. Renter's use of a prop is an acknowledgement of Renter that a prop is in good working order and safe. Renter shall assume all risk of liability resulting from any malfunctioning or unsafe prop. If Renter causes the modification of a prop in any way, then Renter assumes all liability which may arise from the malfunctioning of the prop or otherwise. Renter further agrees to restore the prop to its original condition after any modification by Renter. Failure of Renter to restore the prop shall cause the prop to be damaged and cost of repair thereof shall be charge pursuant to Paragraph 5 hereof.
- 5. The Renter will not modify the Props in any manner whatsoever unless it has received prior written consent from L+F to do so. If the Renter has received L+F written consent to modify the Props, the Renter will be solely responsible for all liabilities which may arise from, or in connection with, the modification of such Props. Unless otherwise agreed upon, the Renter will be responsible for restoring such modified Props to their original condition. If the Renter fails to restore such modified Props to their original condition prior, the Renter will be charged for the costs associated with the repair of the modified Props to their original condition, or the cost of replacing such Props, whichever is less.
- 6. The Renter agrees that if the Props are returned to L+F in need of repair, beyond damage that results from reasonable wear and tear, the Renter shall pay a repair fee for the actual costs incurred by L+F for repairing the damaged Props. If L+F, in its sole discretion, determines the damaged Props cannot be repaired, the Renter shall pay a replacement fee for the actual costs incurred by L+F for replacing the damaged Props with new or used Props, which, in L+F's sole discretion, are of the same kind and quality.
- 7. The Renter will indemnify and hold harmless from any and all claims of any kind or type brought by any person(s) or entities regarding any use of the Props, including, but not limited to, any claim liability, loss, costs, damages, expenses, or claims arising directly or indirectly out of, or in connection with the Props rented by the Renter, its agent, servants, contractors, representatives, guests, invitees, or Renter.
- 8. L+F acknowledges that the Renter, and its successors, has the right to use the Props in connection with the Production in any manner and media, including without limitation, in connection with any advertisements, promotions, publicity or other material relating to the Production.
- 9. No items shall be used for any purpose other than those for which such items are designated and shall not be lent or sub-let to any third party.
- 10. Title to the merchandise is and shall remain with Lost + Found Props, Inc. If the merchandise is levied upon for any reason, Lost + Found Props, Inc. may reclaim the merchandise with notice or legal process and may take all actions reasonably necessary to do so. Authorized copies must be returned to Lost + Found Props, Inc. or client will be charged a fee. No unauthorized copies of any item of the Merchandise are permitted to be made without the express permission of Lost + Found Props, Inc.

- 11. In the event of a breach or alleged breach of this Agreement, the rights and remedies of L+F shall be limited to the right, if any, to obtain monetary damages at law and L+F shall not have the right to enjoin or restrain the development, advertising, promotion, merchandising, distribution, exhibition or exploitation of the Production. The rights granted to Renter under this Agreement may be freely assigned and licensed by Renter in the whole or in part to any party.
- 12. In the event of a Force Majeure, as the term is customarily used, including, without limitation, pandemic, including COVID-19, civil authority order or regulation Renter shall have the right, by written notice to L+F, to suspend the terms of, or terminate this Agreement and, as long as the Props are returned to L+F during any suspension, the effective date of such action shall be as set forth in such notice. At the end of this period of interruption, Renter shall have the right to re-establish the operation of this Agreement by written notice to L+F and resume payment of compensation.
- 13. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of New York.
- 14. Renter shall fully defend, indemnify and hold harmless Lost + Found Props, Inc. from any and all claims and lawsuits

AGREED AND ACKNOWLEDGED:	
Name of Renter / PRINT	
Signature	
Date	
Email	
Cell	_