

EQUIPMENT LEASE

This Equipment Lease ("Lease") is dated as of _____ between _____ ("Lessee"), with offices located at _____ [Email:___ / Contact Name: _____], and Biggar Antiques Inc ("Lessor") with offices located at 5706 New Peachtree Rd Chamblee GA 30341 [Tel: 770-451-2541/Email: props@biggars.com / Contact Name: Bill & Karin], in connection with the audiovisual production currently entitled "_____" ("Production") and states the agreement of the parties as follows:

1. **Equipment Subject to Lease.** For good and valuable consideration, receipt of which is hereby acknowledged, Lessor shall lease to Lessee the equipment described in the attached invoice(s) (collectively referred to as the "Equipment").
2. **Rent/Lease Term.** Lessee shall pay to Lessor as rent for the Equipment the rates indicated in the attached invoice(s) for the period described on the attached invoice(s) (the "Term").
3. **Maintenance and Repair.** Lessee agrees to maintain the Equipment in good condition and repair during the Term, subject to reasonable wear and tear occurring from Lessee's use.
4. **Delivery and Installation.** Lessee will arrange for delivery, installation and return of the Equipment and will pay all freight charges associated with the delivery, removal and return of the Equipment.
5. **Acceptance of Equipment.** If there are defects to the Equipment, or if there is a discrepancy between the description of the Equipment and the actual Equipment, or if the Equipment is not in satisfactory operating condition, Lessee will not be deemed to have accepted the Equipment. Lessee will then have the option of canceling this Lease or of accepting the equipment when the discrepancies are resolved or the Equipment is in satisfactory operating condition.
6. **Risk of Loss/Damage.** Lessee assumes the risk of loss of and damage to the Equipment while the Equipment is in the complete custody and control of Lessee during the Term, excluding any damage caused by Lessor's or its employees', agents' or contractors' conduct, acts or omissions or from any defect in the Equipment. If the Lessee is responsible for the damage or loss to the Equipment, Lessee shall have the option of repairing the Equipment to a state of good working order, or reimbursing Lessor the actual and verifiable Replacement Cost (Actual Cash Value for vehicles).
7. **Warranties.** Lessor hereby represents and warrants to Lessee that: (i) it has the right to lease the Equipment for the abovementioned uses and that the Equipment is in good working order; and (ii) Lessor shall comply with all applicable laws in connection with the lease of the Equipment as well as any services required, including all professional registration requirements and safety regulations.
8. **Indemnity of Lessee.** Lessor agrees to and does hereby indemnify Lessee, its parent, affiliated, subsidiary and related companies and their respective officers, directors, shareholders and employees and any other person claiming under Lessee (hereinafter called "Lessee Indemnitees") for, and hold the Lessee Indemnitees harmless from and against any and all claims, suits, liability, expense, damage, penalties, fines and other sanctions, cause of action or judgment, including reasonable outside attorneys' fees, resulting from injury to or death sustained by any person or persons, or damage to property of any kind, including but not limited to the Equipment, to the extent such injury, death or damage is caused by Lessor's conduct, a defect in any of the Equipment or any breach by Lessor of the terms of this Lease. This indemnity will continue in full force and effect notwithstanding the expiration or termination of this Lease and is expressly made for the benefit of and will be enforceable by the Lessee Indemnitees or by any of them.
9. **Indemnity of Lessor.** Lessee agrees to and does hereby indemnify Lessor, its parent, affiliated, subsidiary and related companies and their respective officers, directors, shareholders and employees and any other person claiming under Lessor (hereinafter called "Lessor Indemnitees") for, and hold the Lessor Indemnitees harmless from and against any and all claims, suits, liability, expense, damage, penalties, fines and other sanctions, cause of action or judgment, including reasonable outside attorneys' fees, resulting from injury to or death sustained by any person or persons, or damage to property of any kind, including but not limited to the Equipment, to the extent such injury, death or

damage is caused by Lessee's conduct or any breach by Lessee of the terms of this Lease. This indemnity will continue in full force and effect notwithstanding the expiration or termination of this Lease and is expressly made for the benefit of and will be enforceable by the Lessor Indemnitees, or by any of them.

10. **Breach.** No failure by Lessee to perform any of its obligations under this Lease shall be considered a breach unless Lessor has given written notice of such failure to Lessee and Lessee fails to cure such breach.
11. **Notice.** All notices required or permitted under this Lease shall be deemed delivered when receipt has been confirmed and addressed to the appropriate party at the address shown for that party at the beginning of this Lease.
12. **Ownership of Recordings/Remedies.** As between Lessor and Lessee, all rights of every kind in and to any materials created by Lessee in connection with its use of the Equipment or resulting therefrom, including, but not limited to, sound or photographic recordings (the "Recordings") shall be and remain the sole and exclusive property of Lessee and its successors and assigns. Such rights shall include, without limitation, the perpetual and irrevocable right to use and re-use said Recordings in connection with any audio-visual productions as Lessee may elect, including the Production, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such audio-visual productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. In the event of any claim by Lessor against Lessee, whether or not material, Lessor shall be limited to Lessor's remedy at law for damages, if any, and Lessor shall not be entitled to enjoin, restrain or interfere with Lessee's production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Recordings or any of Lessee's rights hereunder.
13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder, if such delay or failure to perform is due to: (i) the other party's delay in failing to act in accordance with the terms of this Lease; or (ii) causes beyond the control of said party (i.e. incidents of "force majeure" as the term customarily is used). Performance times specified under this Lease shall be deemed extended for a period of time equivalent to the time reasonably lost because of any delay, which is excusable under this Paragraph. If the event of Force Majeure extends for more than five (5) business days, either party may elect to terminate this Lease upon written notice to the other (with an email being sufficient to the email address shown for that party at the beginning of this Lease), in which case neither party will have any further obligation under this Lease and any unused portion of the rental fees shall be refunded to the Lessee, prorated accordingly.
14. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of California.
15. **Entire Agreement and Modification.** This Lease and the invoice(s) attached hereto constitute the entire agreement between the parties in connection with the subject matter herein. Notwithstanding the foregoing, the provisions of this Lease shall control over any conflicting provisions in any invoice. No modifications or amendment of this Lease shall be effective unless in writing and signed by both parties. Any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Lease.
16. **Special stipulation.** Attached hereto as exhibit "A"

17. **AGREED AND ACKNOWLEDGED:**

PRODUCTION ENTITY
("Lessee")

[Sign name]

[Print name]

[Title]

Biggar Antiques Inc
("Lessor")

William Biggar

[Sign name]

William Biggar

[Print name]

owner

[Title]

FED ID#: 01-0553928

EXHIBIT "A"
SPECIAL STIPULATION

Biggar Antiques Inc. cannot give bulk/blind clearance. Clearance is given by per item basis as needed with itemized invoice/clearance form. The special stipulation attached hereto as exhibit "A" are incorporated herein and made part hereof, and to the extent of any conflict between the foregoing provisions and the special stipulations, the special stipulation shall govern and control