

EQUIPMENT RENTAL AGREEMENT

1. Equipment Rental; Use.

(a) In consideration of payment of the Rental Fee (as hereinafter defined), The Specialists, Ltd. (“TSL”) hereby agrees to rent to the person or entity designated herein below (the “Company”) the equipment, props and other materials (the “Equipment”) set forth in **SCHEDULE 1**.

(b) Company hereby acknowledges that it has received the Equipment in good working condition and has examined and tested the Equipment prior to accepting delivery. TSL does not guarantee, assume responsibility, or make any representation for the performance of the Equipment after receipt by Company. Company shall not lease, loan or otherwise permit the Equipment to be used by any other person, firm or corporation. Company represents and warrants that the Equipment shall at all times remain under the immediate control, supervision and direction of Company.

(c) Except as otherwise set forth herein, Company will not voluntarily, by operation of law or otherwise (i) assign, sublease or transfer its rights in the Equipment or permit the Equipment to be used by anyone other than Company or its authorized and trained employees, or (ii) do or permit anything to be done that might prejudice TSL’s title to the Equipment. Company will keep the Equipment free and clear of all liens, encumbrances, claims and security interests and comply with all laws applicable to the ownership, use and operation of the Equipment.

(d) Title to the Equipment will at all times remain with TSL, and Company will not have any right, title or interest in the Equipment except as expressly set forth in this Agreement. Company, at its sole expense, will protect and defend TSL’s title to the Equipment. The Equipment is and will remain personal property, irrespective of its use or manner of attachment to realty, and Company will not permit the Equipment to be permanently attached to any realty or to any other personal property. TSL may display notice of its ownership of the Equipment by affixing identifying labels or other indicia of ownership. Company will not alter, deface, cover or remove TSL’s ownership identification but may cover TSL’s ownership identification if the equipment is being filmed, photographed or recorded as set forth in Paragraph 9 below. Company shall use the Equipment in a manner that complies with all applicable laws.

2. Rental Fee. The Rental Fee shall be the amount set forth in the Invoice(s) annexed hereto as **SCHEDULE 2**, and any other invoices subsequent thereto entered into between Company and TSL with regards to the Equipment.

3. Term: The Term of this agreement shall commence on the date first set forth below and will continue until terminated by either party giving 48 hours written notice of termination thereof to the other party, unless the agreement is sooner terminated under the terms hereof. Upon termination of this agreement, the Company shall immediately return to TSL at the Company’s risk and expense, the Equipment, in the same condition as when first delivered to the

Company, reasonable wear and tear excepted. The acceptance of the return of the rented Equipment is not a waiver by TSL of any claims that it may have against the Company.

4. Assumption of Risk. Company shall maintain the Equipment in good condition and repair and shall not in any manner alter, modify or transform the Equipment. Company assumes all risk of loss, damage, theft or destruction of the Equipment, regardless of cause, from and after Company's receipt of the Equipment while the Equipment is in Company's custody and control. Company assumes all risk in the use and operation of the Equipment and is solely responsible for providing proper safety instructions, training, devices and equipment to safeguard users or operators of the Equipment. Company represents and warrants to TSL that it shall comply with all local, municipal, State or Federal laws or regulations, and all industry standards (including any standards promulgated by the American Entertainment Armories Association) with respect to the transport, use and care of the Equipment. Company shall indemnify and hold TSL harmless for any breach under this provision.

5. Return of Equipment. Except as otherwise set forth herein, Company shall, at its sole cost and expense, deliver and return the Equipment to TSL in the same condition as when received. Company hereby agrees to indemnify TSL for the lesser of (i) the full replacement value of any Equipment, which is not returned or, which is returned in a damaged or malfunctioning condition or (ii) the cost of repair. Company further agrees to indemnify TSL for any damage to the Equipment resulting from the negligence, carelessness or willful misconduct of Company, its employees, agents, or contractors in connection with the transport, handling or use of the Equipment

6. Insurance. The Company shall, at its own cost and expense immediately insure the Equipment for the full replacement value against all risk of physical loss and damage with a qualified, reputable insurance company. Company shall deliver a certificate of insurance (and evidence of payment of premiums) naming TSL as loss payee and as additional insured on Company's commercial general liability policy with minimum limits of Two Million Dollars (\$2,000,000) combined single limits "all risk" or "special" coverage form including theft and perils of transportation. If applicable, Company shall provide evidence of statutory Workers' Compensation Insurance in accordance with the requirements of the State of New York, including Employers' Liability coverage, with limits of liability not less than \$1,000,000.

7. Relationship of the Parties. TSL and Company agree that Company is an independent contractor and not an employee or agent of TSL.

8. Responsibility for Taxes: Company shall assume all responsibility for the hiring and supervision, and the payment of wages, expenses, and benefits to all personnel, if any, engaged by Company in connection with the use or rental of any Equipment. Company will be solely responsible for and will pay directly to the applicable taxing authorities when due all taxes (including sales, use, rental, gross receipts, value added, excise, property, ad valorem, stamp, documentary and other taxes), assessments, levies, withholdings, and license and registration fees imposed by any governmental or taxing authority, and all other governmental charges, fees, interest, fines and penalties of any nature, whether assessed against or payable by TSL or

Company, on or relating to (i) the Equipment, (ii) the use, registration, ownership, possession, acceptance, sale, rental, shipment, transportation, delivery or operation of the Equipment, (iii) this Agreement or (iv) the rental payments or other amounts required to be paid under this Agreement.

9. Rights in Recordings: Company may, if it elects, photograph, film and record the Equipment and include any and all signs on the Equipment and any tradenames, trademarks and logos of TSL visible on the Equipment in photographs, film and recordings made of the Equipment. All rights of every kind in and to such photographs, film and recordings (including, without limitation, all copyrights) shall be and remain vested in Company, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with any productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, etc. TSL's sole remedy for breach of this agreement by Producer shall be an action for money damages and in no event will Vendor be entitled to injunctive or any other equitable relief. Except for the limited right to use TSL's tradename as set forth hereinabove, Company shall not acquire any interest in the Equipment or in TSL's intellectual property of any kind.

10. Bankruptcy of Company. If the Company shall default on any of the terms, covenants and conditions herein, or in punctually making any rental or other payment, or if any execution or other writ or process shall be issued in any action or proceeding against the Company, whereby the said Equipment may be seized or taken or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Company or its property, or if the Company shall enter into a general assignment for the benefit of its creditors, or in the event that any judgment is obtained against the Company, then and in any such event, TSL shall have the right to terminate this agreement and to retake immediate possession of the Equipment and, for such purpose, TSL, its agents or employees, may enter upon any premises where the Equipment may be, and may remove the same therefrom, with or without force and with or without notice of intention to retake the same, without being liable in any suit, action or other proceeding by the Company.

11. Indemnification. Each party agrees to indemnify and hold the other party and its parent, subsidiaries and affiliated companies, and the directors, officers, agents, attorneys, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, outside attorneys' fees and costs), judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of or resulting from any of the following: (1) the breach by the other, its agents or employees of any term, covenant, condition, representation or warranty under this agreement; or (2) the negligence, carelessness or willful misconduct of the other party, its employees, agents, or contractors in connection with the transport, handling or use of the Equipment; and (3) any violation of any local, municipal, state or Federal law. The provisions of this paragraph shall survive the termination of this Agreement.

12. No Warranty. **EXCEPT AS OTHERWISE SET FORTH HEREIN TSL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. TSL EXPRESSLY DISCLAIMS ALL WARRANTIES**

CONCERNING THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, CONDITION OR QUALITY, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE EQUIPMENT IS BEING LEASED BY TSL TO COMPANY "AS IS" AND "WITH ALL FAULTS," IN THE CONDITION EXISTING AT THE TIME IT WAS RECEIVED BY COMPANY.

13. Limitation of TSL's Liability. **WITHOUT LIMITATION, TSL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES**, regardless of whether TSL has been advised of the possibility of any such damages. Notwithstanding anything to the contrary in this Agreement, TSL's maximum liability arising out of or resulting from this Agreement, the performance or breach of this Agreement or the lease of the Equipment shall not exceed the aggregate amount of rental payments actually paid by Company to TSL under this Agreement.

14. Miscellaneous.

(a) The acceptance of any rent or other payment, or any portion thereof, after a default by the Company shall not be deemed to operate as a waiver of TSL's right to enforce the payment of rent or other payments herein provided for, or to terminate this agreement and recover possession of its Equipment. The failure to insist upon strict compliance with the terms and conditions of this agreement, even after a breach of any provision or after default, shall not be construed as a waiver of any of TSL's rights under this agreement.

(b) No terms, representation or warranty, express or implied, not herein set forth in writing shall bind TSL or Company.

(c) This agreement shall be construed and interpreted according to the laws of the State of New York applicable to contracts wholly executed and to be performed therein. Each party to this agreement irrevocably consents and agrees that any legal action arising out of or in any way in connection with this agreement shall only be maintained in the courts of the State of New York, County of New York, or in the United States District Court for the Southern District of New York, and each party hereto accepts and submits to the exclusive jurisdiction and venue of such courts.

(d) Notice. Notices and all other communications contemplated by this agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In your case, mailed notices shall be addressed to you at the home address that you most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its CEO.

(e) Modifications and Waivers. No provision of this agreement shall be modified, waived or discharged unless the parties to this agreement agree to the modification,

waiver or discharge in writing and. No waiver by either party of any breach of, or of compliance with, any condition or provision of this agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(f) No Assignment. This agreement may not be transferred or assigned by Company at any time.

(g) Counterparts; Facsimile. This agreement may be executed in any number of counterparts each of which taken together shall be deemed to constitute one and the same agreement and each of which individually shall be deemed to be an original, with the same effect as if the signature on each counterpart were on the same original. Delivery of an executed counterpart of this agreement by facsimile or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be equally effective as delivery of a manually executed counterpart of this agreement. Any party delivering an executed counterpart of this agreement by facsimile, TIFF or PDF shall also deliver a manually executed counterpart of this agreement, but failure to do so shall not affect the validity, enforceability, of binding effect of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed themselves or by their respective duly authorized officers as of the date first written above.

TSL
THE SPECIALISTS, LTD.

Company:

By: _____
Ryder Washburn, Chief Executive Officer
Address for Notice:
47-40 Metropolitan Ave.
Ridgewood, NY 11385

By: _____
Address for Notice

SCHEDULE 1

LIST OF EQUIPMENT

SCHEDULE 2

INVOICES