

PROP RENTAL AGREEMENT

THIS PROP RENTAL AGREEMENT dated as of _____, 20__ (“the Agreement”) is made between GIMME PROPS INCORPORATED (“Gimme Props”), with an address of 2819 W. Burbank Boulevard, Burbank, CA 91505, and _____ (“Producer”), with an address of _____, in connection with the production of a motion picture/television show/advertising commercial or other audio-visual production currently entitled “_____” (the “Production”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPS:** Producer is hereby renting certain props from Gimme Props to use in connection with the Production (collectively the “Props”), which Props are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. **TERM:** The term of this Agreement shall commence on _____, 20__ and shall continue until _____, 20__ (the “Term”).
3. **COMPENSATION:** Producer shall pay Gimme Props the sum of _____ Dollars (\$_____) per week (the “Rental Rate”) for each week of the Term. **For each additional day beyond the Term for which Producer keeps the Props, Producer shall pay Gimme Props the sum of _____ Dollars (\$_____) per day (the “Daily Rate”) (i.e., one-fifth (1/5) the weekly rate). Notwithstanding anything to the contrary contained herein and for purposes of clarification hereunder, Producer is under no obligation to include the Props in the Production; provided, however, that Producer will still remain liable to Gimme Props for the Rental Rate.**
4. **LOSS OF OR DAMAGE TO PROPS:** Producer shall be responsible for any and all loss, damages and/or destruction of or to the Props while it is in Producer’s care, custody and/or control, including but not limited to, losses while in transit, while at any and all locations, while in storage and while on Producer’s premises, except that Producer shall not be responsible for damage to, or loss of the Props caused by Gimme Props’ sole gross negligence or intentional tortious acts. Producer shall also be responsible for loss of use, and Producer shall fully compensate Gimme Props for the loss of use of the Props during the time the Props are being promptly repaired or in the case of a total loss, until Producer has paid total replacement cost, as applicable.
5. **PROTECTION OF OTHERS:** Producer will take all reasonable precautions in regard to the use of the Props while it is in Producer’s care, custody or control to protect all persons and property from injury or damage.
6. **PROPS IN WORKING ORDER/CONDITION OF PROPS:** The Props will be in good working order upon Producer’s receipt of such Props from Gimme Props. Producer acknowledges that the Props are rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties as set forth in this Agreement. In addition, Producer agrees to assume all obligation and liability with respect to Producer’s care, custody or control of Props, and for its use, condition and storage during the term of this Agreement.
7. **PROPERTY INSURANCE** Producer shall, at Producer’s own expense, maintain at all times during the term of this Agreement, all risk perils property insurance (“Property Insurance”) covering the Props from all sources, with Gimme Props as a loss payee.
8. **LIABILITY INSURANCE/ERRORS AND OMISSIONS INSURANCE:** Producer shall, at Producer’s own expense, maintain commercial general liability insurance (“Liability Insurance”),

including coverage for the operations of independent contractors and standard contractual liability coverage. In addition, Gimme Props shall be added as an additional insured under the Errors and Omissions Insurance policy of the Production (if any).

9. VALUATION OF LOSS/LIMITATION OF LIABILITY: Unless otherwise agreed in writing, Producer shall be responsible to Gimme Props for the replacement cost value or repair cost of the Props (if the Props can be restored, by repair, to its pre-loss condition) whichever is less, or actual cash value for the Props. If there is a reason to believe a theft has occurred, Producer shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Props. IN THE EVENT OF LOSS FOR WHICH GIMME PROPS IS RESPONSIBLE, GIMME PROPS' LIABILITY HEREUNDER WILL BE LIMITED SOLELY TO THE AMOUNT OF COMPENSATION PAID BY PRODUCER TO GIMME PROPS HEREUNDER FOR RENTING/LEASING THE PROPS, AND IN NO EVENT SHALL GIMME PROPS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

10. BAILMENT: This Agreement constitutes an agreement or bailment of the Props and is not a sale or the creation of a security interest. Producer will not have, or at any time acquire, any right, title, or interest in the Props, except the right to care, custody or control and use as provided for in this Agreement. Gimme Props will at all times be the sole owner of the Props.

11. REPRESENTATIONS, WARRANTIES AND INDEMNITIES:

(i) By Gimme Props: Gimme Props hereby represents and warrants that it has the right to enter into this Agreement and to rent/lease the Props being rented/leased hereunder. Except as set forth herein, Gimme Props makes no other representations and/or warranties regarding the Props. Except to the extent that Producer's indemnity of Gimme Props is applicable, Gimme Props agrees to defend, indemnify, and hold Producer harmless from and against any and all claims, losses, liabilities, actions, causes of action, demands, rights, damages of any kind, costs, expenses and compensation (including reasonable outside attorneys' fees and court costs, whether or not litigation has commenced) (collectively "Claim(s)"), in any way arising from, or in connection with any breach by Gimme Props of its representations, warranties and/or agreements hereunder.

(ii) By Producer: Producer hereby represents and warrants that it has the right to enter into this Agreement and to perform its obligations hereunder and that Producer will comply with the laws of all states in which the Props are transported and/or used, as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Props. In addition, Producer hereby further represents and warrants that it shall be solely responsible for obtaining any and all third-party licenses and/or clearances necessary to display and/or use any trademarks or other protected intellectual property in connection with the Props; that it will use the Props in and in connection with the Production solely as the Props intended use; that Producer will not state, portray and/or use any of the Props (including any and all trademarks or other protected intellectual property rights associated therewith) or mention Gimme Props and its employees in a false, defamatory and/or derogatory manner; and that the person signing this agreement has the authority to bind the Producer. Except to the extent that Gimme Props' indemnity of Producer is applicable, Producer agrees to defend, indemnify, and hold Gimme Props harmless from and against any and all Claim(s), in any way arising from, or in connection with any breach by Producer of its representations, warranties and/or agreements hereunder, and/or from its use of the Props hereunder, and/or from the development, production, distribution and/or exploitation of the Production or any elements thereof and/or any rights thereto, irrespective of the cause of the Claim(s).

12. DEFAULT: If Producer fails to pay any portion or installment of the Rental Rate payable hereunder, or Producer otherwise materially breaches this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, Gimme Props shall have the right, at Gimme Props' sole

option, and subject to providing Producer with written notice of such Default, to terminate this Agreement and cease performance hereunder. Producer further agrees that the continuation of Gimme Props' performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Gimme Props' later assertion of its right to cease such performance at any time so long as such Default has not been cured. Notwithstanding the foregoing and for purposes of clarification hereunder, except with respect to Gimme Props' right to terminate this Agreement for Producer's failure to any portion or installment of the Rental Rate and/or failure to pay any other compensation due and payable to Gimme Props hereunder, Gimme Props agrees to limit its remedies hereunder to an action at law for money damages and to waive its right to seek injunctive or other equitable relief hereunder for Producer's breach or default hereunder.

13. **RETURN OF PROPS:** Upon the expiration and/or termination of this Agreement, Producer will immediately return to Gimme Props any and all Props rented/leased hereunder, together with all accessories, free from all damage, and in the same condition and appearance as when received by Producer. **Any delay in the return of the Props to Gimme Props will result in a new Rental Fee.**

14. **CREDIT:** Producer shall accord Gimme Props with a courtesy credit in the end titles of the Production, substantially in the form of "Glasses provided by Gimme Props". All other characteristics of the foregoing credit shall be at Producer's sole discretion; provided, however, that the manner of such credit is no less favorable than any credit received by any other licensor contributing material(s) to the Production.

15. **ENTIRE AGREEMENT:** This Agreement and any attached exhibits and/or schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached exhibits/schedules will be binding on any of the parties unless set forth in writing and signed by both parties. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

16. **APPLICABLE LAW:** This Agreement will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California.

17. **ARBITRATION:** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding, and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable outside attorneys' fees and arbitration costs in addition to any other relief granted.

18. **SEVERABILITY:** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

19. **COUNTERPARTS/FACSIMILE/SCANNED SIGNATURES:** This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

AGREED AND ACCEPTED: **AGREED AND ACCEPTED:**
GIMME PROPS INCORPORATED ("Gimme Props") _____ ("Producer")

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT "A"
(List of Props)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____