



Rental Terms & Conditions

This Equipment Lease (this "Lease") is made effective as of _____, between Blackbox Studios, LLC (the "Lessor"), 3120 Latrobe Drive, Suite 250, Charlotte, North Carolina 28211

and _____ (the "Lessee"), and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall lease the equipment listed on the attached Exhibit "A".

PAYMENT TERMS. The total lease payment, based on a rate as detailed in Lessor's cost of use, is due and payable prior to the rental, at the time any rented equipment is picked up or before it leaves the studio for delivery. Charges will be computed from the effective date of this Lease until the equipment is returned.

CANCELLATION: Should the Lessee need to cancel a confirmed rental order or release booked crew, payment will be due per the following terms:
Cancellation within 7 days of confirmed rental order: 25% of total rental value or labor confirmed, plus any expenses incurred by Lessor
Cancellation within 48 hours of confirmed rental order: 50% of the total rental value or labor confirmed, plus any expenses incurred by Lessor
Cancellation within 24 hours of confirmed rental order: 100% of the total rental value, or labor confirmed, plus any expenses incurred by Lessor

BLACKBOX CREW: Blackbox Studios' contractors work on a 10 consecutive hour day. Time worked in excess of 10 hours will be billed at time and a half, unless expressly stated and negotiated ahead of time. All labor and expenses incurred will be billed by Blackbox Studios, with proper support for any and all job related expenses and purchases.

INSURANCE. The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment, general liability, and rented vehicles if any fitting or exceeding the requirements below:

COI needs to cover Blackbox Studios, LLC as additional insured/loss payee for rented equipment.

Blackbox Studios, LLC
3120 Latrobe Dr. Suite 250
Charlotte NC 28211
704 442 1028

Coverage for general liability minimum: \$1,000,000
Rented equipment coverage minimum: \$100,000
Rented vehicle coverage minimum: \$ 50,000 (If any rented)

Should the Lessee not have or be able to obtain a certificate of insurance, the lessee may request a one-time insurance coverage purchase from Blackbox Studios for the cost of repair or replacement value of items damaged beyond repair. Insurance coverage will be available for purchase at a rate of 10% of the rental value of the order. With this purchase, the Lessor will assume liability for any injury caused directly by equipment malfunction but will not include liability for any injury NOT directly caused by equipment rented from Blackbox Studios, LLC.

TAX. Sales and/or use tax, if required, is included.

SERVICE CHARGE. (Applies to pre-approved credit accounts only/payable in 30 days) If any Lease installment is not paid within 30 day(s) after the due date, the Lessee shall pay to the Lessor a service charge of For every 30 days an invoice remains outstanding, a 5% charge will be added to the balance due.

NON-SUFFICIENT FUNDS. The Lessee shall be charged \$50.00 for each check that is returned to the Lessor for lack of sufficient funds.

LEASE TERM. This Lease shall begin on the above effective date and shall terminate on _____, unless otherwise terminated in a manner consistent with the terms of this Lease.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

ALTERATIONS. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

MAINTENANCE AND REPAIR. The Lessee shall maintain, at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

PICKUP AND RETURN OF EQUIPMENT. Unless otherwise arranged and stated on the equipment rental invoice, the Lessee shall be responsible for pickup and return of equipment to the Lessor at the Lessee's expense within standard operating hours, 9am-6pm Monday-Friday, unless otherwise expressly stated. Lessor is obligated to return the equipment to the Lessor at the Lessee's expense within these hours, or arrangements may be made for an after hours pickup or drop-off for an additional charge.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice in writing within 1 day after the delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due.
- B. The violation of any other provision or requirement that is not corrected within 2 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of North Carolina.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SIGNATURES.

LESSOR:

Signature of Blackbox Studios Representative Date

Print Name Title

Email/Phone

LESSEE:

Signature of Blackbox Studios Representative Date

Print Name Title

Email/Phone