



LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Equipment and Vehicles

Please Read Carefully. You Are Liable For Our Equipment and Vehicles From The Time They Leave Our Yard in Your Care, Custody or Control Until the Time They Are Returned To Us

1. Indemnity. Lessee/Renter, _____ (hereinafter designated as "You" or "Your") agrees to defend, indemnify, and hold T8 Technology Co. ("Us" or "We") harmless from and against any and all claims, actions, causes of action, demands, rights, damages, reasonable and verifiable costs and expenses and compensation including reasonable and verifiable court costs and reasonable outside attorneys' fees incurred by You further to such defense obligations ("Claims"), in any way arising from, or in connection with the vehicles and Equipment rented/leased while in Your care, custody and control (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of Your use, maintenance, or possession of the Equipment, irrespective of the cause of the Claim, except as the result of our negligence or willful misconduct while the Equipment is in your care, custody or control.
2. Loss of or Damage to Equipment. You are responsible for loss, damage or destruction of the Equipment while it is in Your care, custody or control, including but not limited to losses while in transit provided by or arranged by You, while loading and unloading by You, Your designee or delegate, while at any and all of Your locations or any locations designated by You, while in Your storage or any storage designated by You, while on Your premises, except that You are not responsible for damage to or loss of the Equipment caused by our negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Equipment until the earlier of the time it is promptly repaired or in the case of a total loss until You have paid total replacement cost or, for vehicles, actual cash value, as applicable.
3. Protection of Others. You will take reasonable precautions in regard to the use of the Equipment while it is in Your care, custody or control to protect all persons and property from injury or damage. The Equipment shall be used only by Your (or Your payroll services company's) employees or agents qualified to use the Equipment.
4. Equipment in Working Order. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement.
5. Property Insurance. You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft from unattended vehicles, (iii) loss of use of the Equipment, from the time the Equipment is picked up by You or Your shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is returned to Us and accepted by Us. The Property Insurance shall be on a worldwide basis and shall name Us as the loss payee with respect to the Equipment and shall cover all standard risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be \$1,000,000 or sufficient to cover the Equipment at its replacement cost. The Property Insurance shall be primary coverage over Our insurance in accordance with the indemnity provisions herein.
6. Workers Compensation Insurance. You or Your payroll services company shall, at its own expense, maintain worker's compensation insurance during the course of the Equipment rental as required by applicable law and employer's liability insurance during the course of the Equipment rental with limits of \$1,000,000.
7. Liability Insurance. You shall, at Your own expense, maintain commercial general liability insurance ("Liability Insurance"), including standard contractual liability coverage. The Liability Insurance shall name Us as a loss payee. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of \$2,000,000 (including the coverage specified above) and \$1,000,000 per occurrence.
8. Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall provide \$1,000,000 in combined single limits liability coverage and actual cash value for physical.
9. Insurance Generally. All liability insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us in accordance with the indemnity provisions herein. You shall hold Us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained by You under this Agreement for claims for which You are liable. In the event of loss, You shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with reasonably satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.

10. Cancellation of Insurance. Should any of the above policies be canceled prior to the expiration date thereof, notice of cancellation will be delivered in accordance with the policy provisions.
11. Certificates of Insurance. Before obtaining possession of the Equipment You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.
12. Drivers. If applicable, any and all drivers who drive the vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You or Your payroll services company must supply and employ any driver who drives Our Vehicles and that driver shall be covered as an additional insured on all of Your applicable insurance policies while rendering services to You.
13. Compliance With Law and Regulations. You agree to comply with the applicable laws of all states in which the Equipment is transported and/or used by You as well as all applicable federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the total replacement cost of the Equipment in the event of seizure or impound, except if arising from or caused by Our negligence or willful misconduct.
14. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to us for the replacement cost value or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition, reasonable wear and tear excepted) whichever is less. If there is a reason to believe a theft has occurred, You 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 Equipment. In the event of loss for which We are responsible, We will, in no event, be liable for any consequential, special or incidental damages. In the event of loss for which You are responsible, You shall not be liable to Us for any consequential, special or incidental damages, other than loss of use damages which may be owed by You to Us.
15. Bailment. This Agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.
16. Condition of Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Equipment in good mechanical condition and running order as when first received, reasonable wear and tear excepted. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except to the extent caused by our negligence or willful misconduct or as otherwise specially agreed in writing or as may be with within the course and scope of employment of Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by Us.
17. Identity. We will have the right to place and maintain on the exterior or interior of each piece of Equipment covered by this Agreement the following inscription: *Property of T8 Technology Co.* You will not remove, obscure, or deface the inscription or permit any other person to do so.
18. Expenses. While in Your care, custody and control, You will be responsible for all reasonable expenses, including but not limited to fuel in connection with Your use and operation of the Equipment.
19. Accident Reports. If any of the Equipment while in Your care, custody and control is damaged, lost stolen, or destroyed by You, or if any person is injured or dies as a result of Your use of the Equipment or while the Equipment is under Your care, custody and control, or if any property is damaged as a result of its use, maintenance, or possession of the Equipment, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, Your employees, and agents and We, Our employees and agents will use good faith efforts to cooperate fully with one another and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will use good faith efforts to promptly deliver to Us any documents (or copies of documents) served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both. You and Us, and We, Our employees and Our agents will likewise use good faith efforts to promptly deliver to You any documents (or copies of documents) served or delivered to Us, Our employees, or Our agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us or Both You and Us.
20. Default. If You fail to pay any mutually approved portion or installment of the total fees due and payable hereunder or You otherwise materially breach this Agreement, and You are unable or unwilling to cure the non-payment or material breach after being provided with adequate written notice and a reasonable opportunity to cure, 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 (but subject to paragraph 30 hereof), We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of its right to cease such performance at any time so long as such Default has not been cured.
21. Return. Upon the expiration date of this Agreement with respect to any or all Equipment, You will return the Equipment to Us, together with all accessories, free from all damage caused by You, if any, and in the same condition and appearance as when received by You, reasonable wear and tear excepted.
22. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional Equipment will be added in an amendment describing the additional Equipment, the monthly rental security deposit, and stipulated loss value of the additional Equipment. 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.
23. Entire Agreement. This Agreement and any attached 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 schedules will be binding on any of the parties unless set forth in writing and signed by both parties.
24. 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.
25. Arbitration. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement, its enforcement, arbitrability or interpretation shall be submitted to

final and binding arbitration, to be held in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), in accordance with California Code of Civil Procedure §1280 et seq. The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties shall share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

26. 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.

27. Ownership. We acknowledge and agree that this is an equipment rental agreement only, and that We do not acquire any rights whatsoever to your work or business under or through this Agreement or from your use of the Equipment hereunder.

28. Facsimile/Scanned Signature. 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.

29. Photography/Sound Recording Rights. All rights of every kind in and to all photographs, motion pictures, video, digital files and/or sound recordings made hereunder (including, but not limited to, the right to exhibit any and all scenes photographed or recorded in connection with the Equipment in all media now known or hereafter devised throughout the universe in perpetuity) shall be and remain vested in Lessee, its successors, assigns and licensees, and neither Lessor nor any other party now or hereafter having an interest in the Equipment, shall have any right of action against Lessee or any other party arising out of any use of said photographs, motion pictures, video, digital files and/or sound recordings whether or not such use is, or may be claimed to be defamatory, untrue, or censurable in nature and Lessor or any other party now or hereafter having an interest in the Equipment, hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any such photography, motion pictures, video, digital files and/or sound recordings.

30. Remedies. The rights and remedies of Lessor in the event of any breach by Lessee of this Agreement shall be limited to Lessor's right to recover damages, if any, in an action at law. In no event shall Lessor be entitled to terminate or rescind this Agreement or any right granted to Lessee hereunder, or to enjoin or restrain or otherwise impair in any manner Lessee's business activities or productions or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith.

31. To the fullest extent applicable, should Us, Our employees, agents and/or representatives, observe and/or come into any contact with Your proprietary or confidential information or materials pertaining to You and/or Your business activities (including without limitation its use of the Equipment) and/or productions, as such information is customarily defined in the motion picture industry (including without limitation, script, plot, set design, props and effects, dialogue, activities of cast and crew, etc.), We, for itself and on behalf of Our employees, agents and representatives, agree that it/(s)he/they shall not disclose any such confidential and/or proprietary information, shall not authorize any photography, the publication of any news story, magazine article, blog, "tweet," online posting, any form of social media or other publicity concerning You and/or Your business activities and/or productions, and further shall not issue, authorize, confirm, or in any way enable the issuance of any press information concerning You and/or Your business activities and/or productions.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE (LESEE): _____

DATE: _____ SIGNATURE: _____

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE OF T8 TECHNOLOGY: _____

DATE: _____ SIGNATURE: _____



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