



## RENTAL AGREEMENT

Date: \_\_\_\_\_

Production Company: \_\_\_\_\_

Title of Production: \_\_\_\_\_

The following are the terms and conditions pursuant to which GA Prop Source, LLC, shall furnish to \_\_\_\_\_ (“Production Company”)

the use of the prop and set dressing items (“items”) agreed upon and designated in the individual invoices generated through the duration of the relationship between GA Prop Source, LLC and \_\_\_\_\_ (“Production Company”).

- 1. GRANTS OF RIGHTS:** GA Prop Source, LLC grants the Production Company the exclusive rights during the term hereof to use the prop and set dressing items for any purpose the Production Company deems necessary for and in connection with its business activities specifically including without limitation use in connection with production, photography, sound recordation, advertising, publicity and exploitation of the Production Company’s motion picture productions
- 2. CONSIDERATION:** The following rates shall be applicable to all props and set dressing items leased from GA Prop Source, LLC:  
It is understood that all prop and set dressing items are to be rented on a weekly basis. Rental price is determined by quantifying a percentage of the assessed retail value of the item to be rented by the length in weeks of the rental. The rental cycle is a four-week cycle with the percentage rental of each week as follows:  
  
WEEK 1 – 20% of the assessed replacement value of the item  
WEEK 2 – 10% of the assessed replacement value of the item  
WEEK 3 – 10% of the assessed replacement value of the item  
WEEK 4 – 0% of the assessed replacement value of the item

After four weeks if the items have not been returned the rental cycle begins again at the week one rates and continues.

- 3. TERM:** The term hereof (“The Term”) shall commence on the date on which the items are picked up by the Production Company and shall continue until either the items are returned to GA Prop Source, LLC, the items are purchased by the Production Company, the items that are lost, destroyed or damaged beyond reasonable repair are assessed and compensation made to GA Prop Source, LLC.

The Production Company is solely responsible for the pick-up and return of all items unless specifically noted to the contrary in this Agreement. Items not returned in full are subject to continued rental until they are returned to GA Prop Source, LLC purchased by the Production

Company, or are determined to be lost, destroyed or damaged beyond reasonable repair. The Production Company is responsible for any and all time the items are under the rental agreement

4. **WARRANTIES:** GA Prop Source, LLC hereby warrants that GA Prop Source, LLC has the right and authority, as the owner of the prop and set dress items, to make and enter into this Agreement and to grant to the Production Company the rights set forth herein. GA Prop Source, LLC also warrants that the prop and set dress items are fit for the purposes for which the Production Company has rented the items under this Agreement. If the items are not fit at the time of pick up, the Production Company may choose to suspend or cancel the Agreement.
5. **USE OF EQUIPMENT:** The Production Company shall have all rights to photograph, record, and otherwise depict the prop and set dress items in whole or in part thereof, accurately or otherwise, at the discretion of the Production Company. Nothing herein shall obligate the Production Company to photograph, to use such photography, or to temporarily alter the physical appearance of the items through the use of paint, decals, and other methods. If the Production Company does so alter the physical appearance of any items they must first receive approval from GA Prop Source, LLC. The Production Company warrants that it shall restore the item to its original appearance as of the date the Production Company took possession of the item, reasonable wear and tear excepted, unless alterations are agreed to remain "as is" as per the approval received from GA Prop Source, LLC prior to the alterations. Art work is to be individual cleared prior to use by the Production Company unless otherwise specified that GA Prop Source, LLC is responsible for obtaining clearance. The Production Company is responsible for checking and notating the quality and condition of the individual prop and set dress items prior to accepting possession
6. **RESULTS AND PROCEEDS:** GA Prop Source, LLC hereby acknowledges that GA Prop Source, LLC has no interest in the results and proceeds of the use of the items by the Production Company hereunder, and so far as GA Prop Source, LLC is concerned, all rights in perpetuity throughout the universe in all photography and sound recording of or made with the use of the prop and set dress items shall be the sole property of the Production Company, without any limitation or restrictions upon the Production Company's usage thereof.
7. **LOSS OR DAMAGE:** Upon the expiration or sooner termination of the Rental Period, Lessee shall return the Property Items to GA Prop Source, LLC in the same condition as received, except for normal wear and tear. Lessee agrees that if the Property Items returned to Ga Prop Source, LLC are in need of repair, Lessee shall pay to GA Prop Source, LLC the cost of such repair value as determined by artisans from the craft areas and/or licensed appraisers, all of whom shall be selected by GA Prop Source, LLC (the "Appraisers"). Should the Property Items be damaged beyond normal wear and tear, altered from the condition in which it was received by Lessee from GA Prop Source, LLC, lost, or not returned by Lessee, Lessee shall promptly pay GA Prop Source, LLC the full amount of the cost to replace any such Property Items, without allowance for depreciation or obsolescence, which replacement cost shall not be less than the Fair Market Value (the "Replacement Value"). Lessee acknowledges that, in addition to being used for the purpose of determining a fair and reasonable rental price, the Fair Market Value of the Property Items is also an estimate of the Replacement Value of the Property Items. However, if GA Prop Source, LLC believes that, at the time of replacement, the actual Replacement Value is greater than the Fair Market Value, GA Prop Source, LLC may have the Property Items valued by the Appraisers to determine the actual Replacement Value to be paid to GA Prop Source, LLC by Lessee, and Lessee agrees to pay GA Prop Source, LLC such actual Replacement Value. Lessee agrees and acknowledges that the determination(s) whether the Property Items are in need of repair or replacement shall be made at GA Prop Source, LLC's sole discretion. The Production Company will have the option of replacing the item with the same identical item or similar item if agreed to by GA

Prop Source, LLC, as long as it is reasonable exchange and delivered said item to GA Prop Source, LLC.

8. INDEMNITY: The Production Company shall indemnify GA Prop Source, LLC for any loss or liability incurred by GA Prop Source, LLC as a direct result of any property damage or bodily injury to any third person arising directly from the Production Company's use of GA Prop Source, LLC's prop or set dress items.

9. SPECIAL PROVISIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ENTIRE UNDERSTANDING: This Agreement sets forth the entire understanding of all parties, and may not be altered except by another writing signed by the parties.

11. INJUNCTION WAIVER: Notwithstanding any remedy to which GA Prop Source may become entitled in equity or at law, GA Prop Source, LLC hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion and/or distribution of the Production Company's motion picture.

Any written communications should be sent to the parties at the following addresses:

To: GA Prop Source, LLC \_\_\_\_\_ To: Production Company \_\_\_\_\_

GA Prop Source, LLC  
2160 Hills Ave NW  
Building C  
Atlanta, GA 30318

AGREED TO AND ACCEPTED:

Production Company \_\_\_\_\_ Date \_\_\_\_\_

GA Prop Source, LLC \_\_\_\_\_ Date \_\_\_\_\_