

STANDARD TERMS AND CONDITIONS FOR BIG ZIG HD VIDEO RENTALS:

Definition of terms: Lessor and Lessee. Lessor in this contract shall hereafter be understood to be Elliot E. Porter as his interests may appear in the equipment to be rented. Lessee in this contract shall hereafter be understood to be the Client whose signature or whose agent's signature appears on the rental contract. Equipment in this contract shall include all major physical items, related tools, and magnetic media, such as computer software applications.

Terms and Conditions: This is a lease of all items listed on the rental contract, herein referred to as equipment, not a sale, conditional or otherwise. Lease is made under the following terms and conditions:

Lessee acknowledges that it has inspected the equipment and that it is of the type intended for the particular use and purpose intended by Lessee, and in good working condition. Lessee understands that the equipment and services (if any) provided is without warranty or guaranty of any kind expressed or implied, and that Lessor assumes no responsibility or liability whatsoever for any claim, damage or injury resulting from the equipment, use of such equipment, services provided by this agreement, and the performance or nonperformance of this agreement. Lessee waives any and all claims it may have against Lessor with regard to any of the foregoing in the event equipment fails to perform or becomes inoperable through no fault of Lessee during rental period. Lessee shall contact Lessor for authorization of any repairs performed during the rental period and shall be liable for any repairs made without authorization, which result in damage to the equipment. It is the Lessee's responsibility to return such equipment to Lessor at its' place of business. If Lessor does not repair or replace such equipment, Lessee's sole right shall be to receive a pro-rate refund or credit from Lessor. Lessor is not responsible for training in the proper use of the equipment/software.

Use, Return and Repairs: Liabilities of Lessee: Lessee agrees to return the Equipment in the same condition as delivered, which includes electronic alignment, and at the time and place specified herein, and Lessee further agrees that he shall not remove the equipment from the State of California without the written consent of Lessor. The Equipment shall be used only by duly qualified employees and/or agents of Lessee. Lessee shall use the Equipment in strict accordance with all applicable laws, according to the Equipment's prescribed operating procedure and only for the purpose or production contemplated and set forth on the rental contract. Lessee shall keep the Equipment in its sole custody and control. After delivery to Lessee, if any item of Equipment is lost, stolen, damaged (electronic/mechanical misalignment by the Lessee is to be considered damage) or destroyed, whether by fire, theft, burglary, fraud, disappearance, water or confiscation, Lessee shall pay to Lessor the full replacement monetary cost of such item, provided that if any item is returned in a condition which Lessor, in its sole discretion, deems a repairable one. Lessee shall pay Lessor the actual or estimated cost of such repairs as determined by Lessor. In the event of any such damage, loss, theft or destruction, or in the event of non-return, Lessee agrees that the full replacement monetary value of each item of Equipment is the value listed in the Lessor's office at the time Lessor is notified of such fact. A copy of such list will be shown to Lessee upon request.

Ownership: Lessee acknowledges that Lessor owns all rights, title, and interest in and to the Equipment and warrants that it shall keep the Equipment free of all liens, levies and encumbrances and further acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bonds, fines, forfeitures, penalties, and all other cost imposed upon the leasing or use of the Equipment. Lessee will not assign, transfer or sublet the Equipment or any rights under this Lease, and Lessee will not pledge, mortgage or encumber in any way the Equipment or Lessee's rights hereunder, and any such assignment, transfer, sublease, pledge, mortgage or encumbrance shall be null and void. The rental rates herein will not apply to purchase of any of the Equipment, except as otherwise stated herein.

Default: Upon termination of this Lease, or upon the breach of any provision hereof, or in the event that Lessee suffers or initiates any act of insolvency or bankruptcy, or in the event a receiver is appointed to take possession of all, or substantially all, of Lessee's assets, or in the event a general assignment for the benefit of creditors is made by Lessee, or in the event any legal process of any kind is taken with regard to any item of Equipment or upon any use of Equipment, or in violation of Lessor's rights, title and interest in and to the Equipment, Lessor and its agents may at any time thereafter enter upon Lessee's premises to remove all of the Equipment without any liability for damages caused by any such entry and without prejudice to Lessor's right to receive the rent due pursuant to this Lease, and to recover from Lessee any and all other damages which Lessor shall have sustained by reason of any breach hereof.

Indemnity: Lessee agrees to indemnify and hold Lessor and Lessor's agents and employees harmless from and against any and all claims actions suits proceedings, costs, expenses, damages and liabilities including attorney's fees arising out of, connected with, or resulting from this Lease or from the Equipment or its use. Lessor shall not be liable for any incidental or consequential damages as a result of the use of the leased equipment/software.

Rental Charges and Interest: All sums owed by Lessee under this Contract which are thirty (30) days overdue shall bear interest at the rate of one and one-half percent (1 1/2%) per month (18% per annum) and Lessee agrees to pay reasonable attorney's fees and court costs arising from or relating to collection of any balance which is thirty (30) days or more overdue. Sums owned by Lessee hereunder shall not be subject to any abatement or set-off. All Equipment must be returned by time specified in contract, and in the event the Equipment is not so returned, an additional day's rental shall be charged for each additional day and may also be responsible for the rental of a substitute system for the next Client whose booked time was disrupted. A firm booking backed by a purchase order makes an explicit commitment to honor the rental agreement for the full length of the booking even if the job finishes early. In the case of the other Equipment, more flexibility may be exercised if the Lessee makes contact directly with the Lessor (NOT an answering device or service) and the Lessor gives his approval to early termination of the Lease and early return of the Equipment.

Deposit: Lessee agrees to pay a deposit of 25% of the total costs as stated on the rental contract. This is required to hold the Equipment requested on the dates specified in the rental contract for Lessee. If Lessee cancels the lease prior to 72 hours before 11:00am on the day of the lease as stated on the rental contract, Lessor will refund the deposit. It is understood that the deposit is forfeit should Lessee cancel lease after 72 hours prior to 11:00am on the day of lease; Lessee may also be liable for further charges as noted elsewhere in this document.

Insurance: Lessee agrees to insure the Equipment in Lessor's name with an insurance carrier acceptable to Lessor for the "full replacement cost of the Equipment," "liability coverage," "rental expense coverage," and "world wide coverage" if required. Lessee shall provide Lessor with a certificate of insurance naming Lessor as "Loss Payee as his interest may appear" and as "Additional Insured" and indicating coverages, limits, and expiration.

Responsibility for and During Shipment: Unless otherwise specified herein, all costs of shipment to and from Lessee shall be Lessee's responsibility. Lessee shall be responsible for any loss or damage to the Equipment from any cause whatsoever occurring after delivery of the Equipment to Lessee and before possession of the Equipment is returned to Lessor. Lessee is responsible for all lost time on return beyond

of the Equipment shall not be a waiver of any claims that Lessor may have against Lessee arising hereunder nor a waiver of claims for latent or patent damage to the Equipment prior to such return. Delivery to Lessee shall be deemed to occur at the time Lessee takes possession of the Equipment, at the time the Equipment is provided to a location designated by Lessee, or at the time the Equipment is placed upon a common carrier for forwarding to Lessee, whichever occurs first.

Legal Proceedings: This Lease shall be governed by the laws of the State of California, and Lessee agrees to accede to and not contest the jurisdiction of the courts of the State of California in any proceeding brought by Lessor against Lessee, and Lessee further agrees that any proceeding which it may institute arising from or resulting from this Lease shall be brought in the State of California. In the event of legal proceedings arising out of or resulting from this Lease, in addition to any other recovery, the prevailing party shall be entitled to recover reasonable attorney's fees in prosecuting or defending such proceeding.

Obtaining Government Permits, Licenses, Laws: Lessee is responsible for obtaining all government permits and licenses pertaining to use and/or operations of the Equipment and for compliance with all applicable laws and regulations.

Penal Code Provisions: Lessee acknowledges it is aware that California Penal Code Section 484 provides that intent to commit theft by fraud may be presumed if one who has leased or rented the personal property of another pursuant to a written contract fails to return the personal property to its owner within five (5) days after the owner has made written demand following the expiration of the lease or rental agreement. Lessee also acknowledges it is aware that Penal Code Section 484 provides that such intent may be presumed if one person presents to the owner of personal property identification which bears false or fictitious name or address for the purpose of obtaining a lease or rental agreement covering the property.

Credit to Lessor: In the event other suppliers of materials or services are accorded public credit in some fashion or manner relating to the purpose of production set forth herein, Lessee agrees to use its best efforts to display and/or mention Lessor's logo, trademark and/or trade name in a similar fashion or manner.

General Provisions: This Lease expresses the entire agreement of the parties, and any change hereto must be made in writing. No term, representation or warranty, express or implied, not herein set forth shall bind Lessor. The terms and conditions (including the purpose) of this Lease, as set forth in the rental contract hereof, as well as in these Standard Terms and Conditions, shall apply to any and all equipment leased by Lessee from Lessor and any and all services and/or labor provided or to be provided by Lessor to Lessee from and after the date of execution hereof for which no separate written lease is executed. Performance of any covenant of Lessor hereunder may be suspended by Lessor to the extent it is delayed, hindered or prevented because of any act of God, force majeure, war, governmental regulation, labor dispute, shortage of necessary supplies or personnel or other matters beyond its control, including without limitation failure or delay of delivery by common carrier for any reason whatsoever. In the event Lessor is prevented from performance hereunder due to any of the circumstances set forth in the immediately preceding sentence. Lessor, in its sole discretion, may be relieved of performance hereunder without any liability whatsoever to Lessee for any reason, except that Lessee shall be entitled to a pro-rate refund or credit for any Equipment not delivered to Lessee and/or services and labor not provided by Lessor. Notices hereunder shall be given in writing, and mailed by certified mail, return receipt requested, to either party to the address specified herein. The waiver by Lessor of any breach of any term, condition or covenant herein shall not be deemed a waiver of any other breach of the same or any other terms, condition or covenant. Section headings herein are for convenience and shall not be deemed to be among the terms, conditions or covenants herein.

Lessor is not responsible for client's magnetic media under any circumstances (ie.. this includes videotape, project files, MEMORY STICKS).

The following agrees to the above terms:

Signed: _____ Date: _____

Print name: _____ Company position: _____

Lessee: _____ Producers/ staff/ camera operators authorized to book and sign for gear:
Name: _____
Address: _____

Tel: _____
Fax: _____

Lessor:
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