

**This is a binding agreement between Quixote Studios & below signed Renter.
By signing, Renter understands & agrees to abide by the conditions & terms described herein.**

This Master Stage and Equipment Rental Agreement (the "MRA ") is entered into as of _____ (the "Effective Date"), by and between Quixote Studios, LLC ("us" or "we" or "our") and _____ ("you" or "your"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease of Equipment

From time to time, we shall lease to you, under the terms of this MRA, the equipment (grip, lighting, photo, production supplies), trailers, trucks, motorhomes, and/or stages . (as applicable) ("Equipment" and/or "Facilities") described in a "Deal Memo", for the term ("Term") specified Deal memo. Each Deal Memo shall be effective when executed by us and you, and upon such mutual execution, shall be incorporated into this by reference. We represent and warrant that: (i) we are the legal "owner" (or the agent for the legal "owner") of the Equipment, as that term is used in Title 13 of the California Code of Regulations Section 1235.7 and Title 49 Code of Federal Regulations Section 376.2; (ii) we are fully authorized to enter into this MRA; and (iii) we have the right to grant you use of the Equipment and each and all of the rights herein granted in accordance with the terms hereof. You acknowledge that your execution of each Deal Memo shall constitute your certification that, prior to taking custody of the Equipment, you have performed an inspection of the Equipment as required by applicable law, including, without limitation, Title 49 Code of Federal Regulations Section 396.11, and found such Equipment to be in compliance with your specifications. Unless otherwise expressly set forth in the Deal Memo, you will be responsible for pickup and/or delivery of the Equipment, during normal hours of operation, at the location or locations set forth in the Deal Memo or agreed by us in writing (the "Location"). Any delivery or pick up from the Location before or after normal hours of operation will be subject to an after-hours opening fee and overtime charges as set forth in the Statement of Lease.

2. Rights

Lessor acknowledges and agrees that Lessee has the right to photograph, film and record the Vehicle, Equipment, Facility, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Vehicle, Equipment, Facility and as well as any logos, emblems, trademarks, tradenames, service marks and other designs or identifying features contained on the Vehicle, Equipment, Facility which may be under Lessor's control, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Vehicle, Equipment, Facility (including, without limitation, all copyrights) shall be and remain vested in Lessee, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with the Program, subsequent related productions and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Lessor nor any tenant or any other party having an interest in the Vehicle, Equipment, Facility shall have any claim or action against Lessee or any other party arising out of any use of the photographs, film and/or recordings. Further, Lessor grants permission to Lessee to: (a) replicate and/or duplicate the Vehicle, Equipment, Facility (or any part thereof) for the purpose of completing Lessee's scheduled work, or for future filming, retakes, added scenes, advertisements or promotions; (b) refer to the Vehicle, Equipment, Facility by any fictitious name; and/or (c) attribute any fictitious events as occurring in and/or around the Vehicle, Equipment, Facility. Lessor shall not have the right to seek to enjoin, restrain or otherwise interfere with the production, distribution, exhibition, or other exploitation of any motion picture, television, digital or other project produced using the Equipment and/or the advertising or publicity in connection therewith.

3. Payment Terms

If you have not established previous Net 30 terms with Quixote, you shall pay us by check, credit card, or by wire or ACH transfer to such account as we may notify you in writing, as rent for the use of the Equipment or Stages, all fees and charges provided for in each Deal Memo. All COD accounts require payment in advance. Net 30 terms may be revoked at any time for non-payment or consistent late payment as determined by the Controller. All Net 30 account payments are due 30 days from the invoice date. If you fail to make any of the payments required hereunder, you agree to pay all collection costs incurred by us (including reasonable attorney fees) together with interest on all amounts past due at the rate of one percent (1.0%) per month or at the maximum legal rate allowed for by applicable state law, whichever is higher. All rent and other sums, costs, expenses, charges and payments which you, pursuant to any provision of this Agreement, assume or agree to pay, shall be paid as provided herein or the applicable Deal Memo, without notice or demand, and without abatement, deduction, counterclaim or setoff.

4. Indemnity

You agree, as part of the consideration of this Agreement, to defend, indemnify and hold us, our subsidiaries, affiliates, officers, agents and employees, harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable outside attorneys' fees ("Claim(s)"), in any way arising directly or indirectly from, or in connection with, the Equipment while in your care, custody and control, including, without limitation, as a result of your use, maintenance, or possession, including actions or claims for negligence or strict liability in tort, irrespective of the cause of the Claim, but excluding any Claim arising solely out of our negligence or willful misconduct. Lessor shall indemnify and hold harmless Lessee, and its parent, subsidiaries, affiliates, officers, agents and employees from any damages, costs, charges, reasonable outside attorney's fees, recoveries, actions or judgements and penalties and

other loss which may be obtained against, imposed upon, or suffered by Lessee as a result of Lessor's negligence and/or willful misconduct, or by reason of any breach or alleged breach by Lessor of any agreements, representations, and warranties made by Lessor here under and against any and all claims for payment(s) to be made to any third party with respect to the equipment.

5. Loss or Damage to Equipment

You shall not, under any circumstances, operate the Equipment in a reckless, abusive or careless manner, including improper loading or excessive loading or other operation or use which may or does cause damage or extraordinary wear and tear to the Equipment. You further agree not to make any alterations, additions, replacements or improvements to the Equipment or Facilities that will detract from its economic value or functional utility without our written consent. You are responsible for loss, damage or destruction of the Equipment or Facilities during the Term, including, but not limited to, losses while in transit, while loading and unloading, while at any and all locations, while in storage or on your or our premises, and all towing costs and mechanical repairs, except that you are not responsible for damage to or loss of the Equipment caused solely by our negligence or willful misconduct. Quixote reserves the right to charge for loss of use and you shall fully compensate us for the loss of use of the Equipment or Facility during the time it is being repaired or replaced, as applicable. You shall promptly notify us of the location of the Equipment upon our request.

6. Equipment in Working Order

We will test the Equipment in accordance with reasonable industry standards prior to your taking custody of the Equipment to ensure that such Equipment is in working order. NOTWITHSTANDING THE FOREGOING, YOU AGREE AND ACKNOWLEDGE THAT WE ARE NOT THE MANUFACTURER OF THE EQUIPMENT AND THEREFORE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT. Notwithstanding the foregoing, we agree to use our reasonable efforts to allow you, where applicable, to obtain the benefit of any remaining manufacturer warranty that may be available with respect to the Equipment during the Term. Please check your order carefully before signing each Deal Memo. You are responsible for the quantity and condition of the Equipment listed in each Deal Memo. Bulbs, if burned out, must be returned for credit. Broken or unreturned bulbs will be charged at full price.

7. Damage to Licensed Facilities

Renter, at Renter's sole cost and expense, in accordance with this Addendum, shall at all times keep the Licensed Facilities clean and free of debris and in good operating order, condition and state of repair. Without limiting the foregoing, Renter shall be responsible, at Renter's sole cost and expense, for performing any and all repairs or maintenance for any damage or loss to the Property, Licensed Facilities, Quixote services, Quixote's personal property, and the personal property of any of Quixote's other users, occupants, invitees and guests, attributable to the acts or omissions of Renter and/or its employees, representatives, agents, contractors, vendors, performers, invitees and guests (collectively "Renter Parties").

8. Wrapping and Striking Facilities

Renter's access and right to use the Licensed Facilities shall expire at the end of the Stage Term and, upon such expiration, Renter must: (i) remove or "strike" any set, equipment or personal property on or in the Licensed Facilities and repair and restore such Licensed Facilities to their original licensed condition, (ii) return all Equipment as may have been furnished or provided by Quixote in accordance with the MRA, and (iii) vacate the Licensed Facilities. Failure of Renter to repair, restore and vacate the Licensed Facilities, and remove any set, equipment or personal property, on or before the expiration of the Stage Term, shall constitute a material breach of this MRA, in which event, in addition to all available rights and remedies at law, in equity or otherwise, Quixote will immediately take possession and invoice Renter for all actual costs to repair and restore the Licensed Facilities to their original licensed condition, and remove any set, equipment or personal property, plus an amount equal to \$250/hour for all hours required by Quixote to strike any set, equipment or personal property thereon.

9. Equipment in Facilities

All equipment required by Renter in connection with a stage rental must be rented directly from Quixote. No outside Grip, Lighting, Production Supplies, or Communications will be allowed in conjunction with the rental of a Quixote stage.

10. 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 by fraudulent scheme and/or "voluntary parting", (iii) mysterious disappearance, and (iv) loss of use of the Equipment, from the time the Equipment is picked up by you or a shipper at our place of business or placed upon a common carrier for forwarding to you, as applicable, until the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis, shall name us as an additional insured and as the loss payee with respect to Miscellaneous Rented or Leased Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value. The Property Insurance shall be primary coverage over our insurance.

11. Workers Compensation Insurance

You shall, at your own expense, maintain worker's compensation / employer's liability insurance during the Term with minimum limits of \$1,000,000.

12. Liability Insurance

You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this MRA, and shall include, without limitation, the following coverage's: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits as determined by us and provided to you in writing.

13. Vehicle Insurance

If the Equipment you are renting/leasing from us under this MRA is a vehicle, 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/generator, 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 also include coverage for pollution caused by any vehicles/generator. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insured, the limits of which must be exhausted before any obligation arises under our insurance.

14. Insurance Generally

All required insurance policies hereunder shall be written by insurance companies licensed to do business in the state in which you are located or in which the Equipment is registered and with a current Best's rating of not less than A-VII. 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 under this Agreement. 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 MRA, 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 to us 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 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 MRA. The grant by you of a sublease (which must be pre-approved by us in writing in each instance) of the Equipment rented/leased hereunder shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this MRA.

15. Cancellation of Insurance

You and your insurance company shall provide us with not less than ten (10) days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the provisions of this MRA.

16. Certificates of Insurance

Before taking custody of the Equipment you shall provide to us Certificates of Insurance confirming the insurance coverage's specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

17. Use of Equipment; Drivers

It is understood that the Equipment and any drivers operating the Equipment (as applicable) are in your exclusive possession, control and use during the Term, and you assume full responsibility for the operation of the Equipment for the duration of such Term. If applicable, any and all drivers who drive the Equipment which you are renting/leasing from us shall be duly licensed, trained and qualified to drive Equipment 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 must supply and employ any driver who drives our Equipment (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be your employee for all purposes and shall be covered as an additional insured on all of your applicable insurance policies. Only you and your authorized users (i.e., those that are duly licensed, trained and qualified to operate the Equipment and are covered under your applicable insurance policies) may operate the Equipment. You shall not permit the use or operation of the Equipment by anyone other than you and your authorized users. Further, you agree not to operate or permit the operation of the Equipment in any manner which would contravene the uses and purposes stipulated in the insurance policies required herein or in violation of any laws, rules or ordinances and you shall be solely responsible for any fines, penalties or forfeitures occasioned by any violation thereof while using the Equipment (including, without limitation, parking tickets and other infractions).

18. Compliance With Law and Regulations

You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations,

and ordinances pertaining to the transportation and/or 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, our subsidiaries, affiliates, officers, agents and employees, 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 and/or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorney's fees.

19. Valuation of Loss; Remedy Limitations

Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair cost of the Equipment as reasonably determined by us (if the Equipment can be restored, by repair, to its pre-loss condition) 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 the applicable Deal Memo. 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 in accordance with the terms of this MRA, our liability will be limited to the rental rate provided for in the applicable Deal Memo. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE OR CHARACTER, INCLUDING LOSS OF PROFITS OR REVENUE, OR COSTS OF PURCHASED OR REPLACEMENT EQUIPMENT, RESULTING FROM YOUR USE, MISUSE, OPERATION OR MAINTENANCE OF THE EQUIPMENT.

20. Subrogation

All of your insurance policies shall include a waiver of subrogation in favor of us, our parents, subsidiaries, affiliated companies, officers, directors and employees from both you and your assigned drivers. You hereby further agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment.

21. Bailment

This MRA 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. As between you and us, we will at all times be the sole owner (or agent of the sole owner) of the Equipment.

22. Maintenance; Condition of Equipment

You will, at your sole cost and expense, service, maintain and repair the Equipment, and maintain the Equipment in good mechanical condition and running order. If applicable, you are responsible for performing any necessary and applicable systematic maintenance and periodic safety inspections on the Equipment, as required under Title 13 of the California Code of Regulations Section 1232, Title 49 of the Code of Federal Regulations Section 396.3, or any other applicable law. You will permit us and our authorized agents at any reasonable time(s) to inspect and examine the Equipment or Facilities. 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 or responsible in accordance with the terms hereof. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed by us in writing. All installations, replacements, and substitutions of parts or accessories whether provided by us or any third party with respect to any of the Equipment will become part of the Equipment and will be owned by us.

23. Assignment

We have the right, at any time, to assign or otherwise transfer the MRA, in whole or in part, without your written consent. You shall not assign, transfer or otherwise convey to any third party any rights or obligations hereunder except with our prior written consent. You shall have no right to encumber or otherwise cause any lien or encumbrance to be placed upon the Equipment, or to abandon or conceal the Equipment from us.

24. Accident Reports

If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of the use, maintenance, or possession of the Equipment hereunder, 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 will cooperate fully with us and all insurers providing insurance under this MRA in the investigation and defense of any claims. You will promptly deliver to us any 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 of us relating to this MRA or the Equipment.

25. Default

If you fail to pay any portion or installment of the total fees and charges payable by you under this MRA or any Deal Memo or you otherwise fail to comply with any obligation under this MRA, we shall give you written notice thereof and twenty-four (24) hours to cure such breach and your failure to cure such breach within such period 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 which are reserved by us, we shall have the right, at our option, to terminate this MRA 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 our right to cease such performance at any time so long as such Default has not been

timely cured. Should you fail to pay any portion of the fees or charges payable by you, including but not limited to costs associated with rental, loss, damage, insurance deductibles, theft and loss of use, you agree to pay us for any costs associated with the collection of monies owed to us, including, but not by way of limitation, collection fees, reasonable outside attorneys' fees, court fees and or any fees paid to a licensed collection agency.

26. Effect of Termination; Return of Equipment

Upon expiration of the Term, or earlier termination of this MRA for any reason, you will immediately return the Equipment to us at the Location, at your sole cost and expense, together with all accessories, free from all damage and in the same condition and state of repair, reasonable wear and tear excepted, as it was when received from us. In the event you fail to return the Equipment upon expiration of the Term or earlier termination of this MRA for any reason, you will be charged the applicable daily rate until the Equipment is returned to us. In addition to any other rights that we have under this MRA, if you fail to immediately return the Equipment to us at the Location, we have the right to arrange for the return of the Equipment to us at your sole cost and expense.

27. Assumption of Risk

You acknowledge that we do not make any representations or warranties with respect to the compliance of our other lessees/renters of the Equipment with the Center for Disease Control and Occupational Safety and Health Administration guidelines regarding cleaning and sanitation of the Equipment. You further acknowledge that use of the Equipment may require you and your employees, representatives, agents, contractors and vendors (collectively, "Production Personnel") to work in close proximity with one another for prolonged hours which may subject you and your Production Personnel to health or safety risk (including, but not limited to, risk of contracting COVID-19). You, on behalf of yourself and all of your Production Personnel, hereby voluntarily, knowingly and fully accept and assume all health and safety risks associated with you and your Production Personnel's use of the Equipment. To the maximum extent permitted by law, you, on behalf of yourself and your Production Personnel, hereby irrevocably and unconditionally release and forever discharge us, and our parents, divisions, subsidiaries, related and affiliated companies, and their officers, directors and employees, from any and all claims, liabilities, causes of action, damages, costs, reasonable outside attorneys' fees, expenses, and compensation whatsoever of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that you or your Production Personnel may now have, have ever had, or hereafter may have against us relating directly or indirectly to or arising from you or your Production Personnel's exposure to any virus, bacteria, illness or other disease during you and/or your Production Personnel's use of the Equipment (collectively, "Released Claims"). You understand and acknowledge that your indemnification obligations hereunder expressly apply to any third party claims which may at any time arise out of, or result from, or relate in any way to the foregoing Released Claims. Additionally, it is of the essence of this MRA that you immediately notify us in the event you know or have good faith reason to believe either of the following has occurred: (i) any of your Production Personnel have tested positive for or is diagnosed with COVID-19 (or a mutation thereof) at any time prior to, during, or within fourteen (14) days after providing services to you in connection with the Equipment; and/or (ii) you are apprised of facts that one or more of your Production Personnel has (or may have) come into contact with someone with a confirmed case of COVID-19.

28. Applicable Law

This MRA will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California, without reference to conflict of law provisions.

29. Jurisdiction

This MRA shall be governed by the laws of the City of Los Angeles in the County of Los Angeles in the State of California, under the jurisdiction of Los Angeles Superior Court, applicable to agreements to be fully performed therein and should any legal proceedings arise out of this MRA, in addition to any other recovery, we shall be entitled to recover all reasonable costs, fees and expenses, including, but not by way of limitation, collection fees, reasonable outside attorneys' fees, court fees and or any fees paid to a licensed collection agency.

30. Entire Agreement

This Agreement, together with each mutually executed Deal Memo, constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations with respect to the subject matter hereof have been merged into this Agreement, and there are no understandings, representations or agreements, whether oral or written, express or implied, aside from those set forth herein with respect thereto. This Agreement shall not be modified or amended except by written agreement, signed by both parties. The parties represent that they have full authority to enter into the Agreement and that no approval or agreement of any third party is required. For purposes of construction, this Agreement shall be deemed to have been jointly drafted by all parties hereto and any ambiguities shall not be construed against any party.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement as of the Effective Date.

ACCEPTED AND AGREED: Quixote Studios, LLC [Insert Lessee's Name]

By: _____ Printed: _____ Title: _____

By: _____ Printed: _____ Title: _____