

NOTICE TO ALL RENTERS: Lucky Chicken Productions, LLC wants your rental experience with us to be a great one. If a concern arises during your rental, we'll work with you to resolve it in the best possible way. The following Equipment Rental Agreement ("Agreement") outlines the terms and conditions surrounding your rental experience with us. If you have any questions or concerns regarding your obligations under the Agreement, please contact our customer service at hello@luckychickenproductions.com or by phone at (818) 859-7735. In order to rent our equipment, you must agree to be bound by the terms of this Agreement. By signing below you are agreeing to be bound by the Terms and Conditions set forth below, including those that require you to assume certain risks and waive certain rights. You will be deemed to have agreed to be bound by these Terms and Conditions whether or not you read them, so we strongly recommend that you take the time to read them before signing.

LUCKY CHICKEN PRODUCTIONS, LLC EQUIPMENT RENTAL AGREEMENT

This Agreement is made by and between you (hereinafter "Renter", "your", "you") and Lucky Chicken Productions, LLC, a California limited liability company ("LCP" "we", "us" or "our") and will be made effective by signing below. We reserve the right at our sole discretion to modify the Terms and Conditions of this Agreement at any time and any modifications shall become effective when posted on this site. By signing below, you are also indicating that you accept and agree to be bound by any future modifications to this Agreement.

TERMS AND CONDITIONS

1. Rental.

You hereby agree to rent from LCP the equipment listed in Exhibit A at the end of this contract ("Equipment").

2. Rental Period.

Your rental period will begin and expire on the dates that you reserve with us ("Rental Period") and represents the dates the leased equipment will be in use. To ensure you get the maximum benefit of renting with us, we allow customers to pick up and drop off their Equipment within one day of their Rental Period at no additional charge. For more information about this policy, please see Section titled "Pick Up and Drop Off".

3. Rental Reservation and Approval.

All Equipment Orders ("Order(s)") submitted through this site are subject to LCP's review and approval. Upon submitting your Order and supporting documentation through the site, LCP will send you a confirmation email to your email account confirming that your Order has been received by us and is under review. Delivery of the confirmation email is not an approval of your Order, nor does it constitute an agreement by LCP to rent to you. LCP reserves the right at any time after receipt of your Order to accept or decline it, or to request additional information and/or documentation from you, as we may deem necessary in our sole and absolute discretion. After your Order and supporting documents have been reviewed and approved, LCP will send you a subsequent email confirming our approval of your Order. All Orders are subject to Equipment availability,

which we may not be able to guarantee at the time your Order is approved. We will make every effort to fulfill your Order with us, but where this is not possible due to reasons beyond our control (such as Equipment not returned on time or damage caused to Equipment by another renter) we reserve the right to cancel your Order and issue a refund or credit where applicable. Where available, we may also suggest substitute equipment for you to rent.

4. Pick Up and Drop Off.

Pick Up:

All Orders must be picked up from our designated pick up/drop off location during our normal business hours after 2:00 p.m., unless otherwise approved by LCP, on the day before the first day of your Rental Period. In the event the day before the first day of your Rental Period begins on a weekend or on a federal or other holiday, your pick up date will be extended to the preceding working day.

Drop Off:

The Equipment must be returned to our pick up/drop off location during normal business hours before noon on the day after the day that your Rental Period ends, unless otherwise approved by LCP. In the event the Rental Period expires on a Saturday, Sunday or statutory holiday, your drop off date will be extended to the next working day.

Weekend Rentals:

Equipment rented on weekends will be charged as a single day rental for each piece of Equipment. Weekend rentals must be picked up at our pick up/drop off location by 2:00 p.m. on the Friday before the weekend Rental Period and returned to our drop off location by noon on the Monday following the weekend Rental Period. If you are renting over a long weekend, you will be charged a 1-day rental fee for each piece of Equipment rented. Your rental must be picked up from our pick up/drop off location before 2:00 p.m. on the working day before the long weekend and dropped off at our pick up/drop off location by noon on the first working day following the long weekend, unless otherwise approved by LCP.

Inspection:

Renters will be required to inspect, test and sign off on all Equipment at the time of pick up. Renters shall be fully responsible for all damage to Equipment after it leaves our premises until the time that it is returned to us undamaged. For more information, please see our Section titled "Loss and Damage", https://luckychickenproductions.com/LCP_equipment_rental.pdf.

Late Pick Up; Late Returns:

LCP will not reduce the Rental Rate owing during your Rental Period or extend the term of your Rental Period (except at additional charge and only where Equipment is available) where you pick up the Equipment after the first day of the Rental Period. Though we understand that circumstances will arise that may prevent you from picking up your Equipment on time, we make every effort to have the Equipment ready for you on that date and as a result, cannot rent that Equipment to someone else while it waits for you. Please review our Cancellation terms below for more information on how to cancel your Equipment Order before your scheduled Rental Period begins.

It is extremely important that you return the Equipment back to us by noon on the next day after Rental Period ends. Other renters may be scheduled to receive the Equipment shortly after your rental ends, and we want to do our best to ensure they receive their Equipment on time. **All late returns will be charged a full 3-day rental price for each day past the scheduled return date, unless otherwise approved by LCP.** You may be able to contact us for a rental extension at a discounted rate, as long as we don't have any outstanding reservations for the Equipment. No discount or refunds will be provided for early returns.

Authorized Pick Up Person/Agent: All Orders must be picked up by the holder of the account with LCP . The person picking up the Order must provide proof of identification before any Equipment will be released to him or her. You can authorize another person to pick up your Order for you by sending us a Pick Up Authorization Form, <https://luckychickenproductions.com/uploads/Pickup-Authorization-Form.pdf>, before the scheduled pick up date. All persons picking up Equipment from us are required to be over the age of eighteen (18) and to present their photo identification before we can release your Order to them. By submitting a Pick Up Authorization form, you are authorizing that person to act as your agent and representative under this Agreement.

Transport: You are solely responsible for arranging transport of the Equipment to and from LCP's pick up/drop off location and any costs and liabilities associated with such transport, whether you or your authorized designee picks up the Equipment unless otherwise arranged with LCP. LCP can drop off for a charge if pre-arranged.

5. Rental Rates and Payment.

Rental Rates: All Orders must be paid for or reserved at Check Out and will include the amount of Rental Rates charged for the Equipment, the cost of insurance (if any), sales and other applicable taxes and fees shown on your Order invoice.

Payments:

Online: All payments through our site are processed through Stripe, Inc., our third-party processor and can be made by all major debit and credit cards.

Your credit card will be charged when your Order is approved by LCP. Any refunds or credits will be retroactively applied to your credit card as necessary. A hold will be placed on your credit card in the amount of any insurance deductible and/or deposit required with your Order. Your credit card will not be charged any additional amounts where the Equipment is returned to us undamaged and on time.

Cash and Check:

Orders paid by cash must be paid at the time of pick up. We also accept certified cashier's checks and money orders for payment. In special circumstance, we may accept Orders paid by personal check. We must receive personal checks at least five (5) days before your scheduled pick up date. You will be charged an NSF fee of Fifty Dollars (\$50.00) where your check does not clear. We reserve the right to require a credit card be kept on file for all payments made by check or cash to cover the cost of any damage, insurance deductible, late return or other fees incurred during your Rental Period. Your credit card will not be charged unless additional charges/fees are incurred by you. For more information, please review the Section titled "Deposit" https://luckychickenproductions.com/LCP_equipment_rental.pdf.

6. Insurance and Deposit.

Insurance: You must carry your own insurance policy and provide proof of such coverage to LCP by submitting a copy of your insurance certificate to us along with your Order. We reserve the right to reject any insurance certificate at our sole and absolute discretion. The insurance shall name Lucky Chicken Productions, LLC as the loss payee/additional insured, and you shall provide LCP with a certificate of insurance evidencing the same. Such insurance must include without limitation, the following coverage: standard contractual liability, personal injury liability, completed operations, and product liability. The liability insurance shall provide general liability aggregate limits of not less than \$1,000,000 per occurrence.

Deposit: LCP may require that a deposit be placed on your credit card equal to the amount of your insurance deductible. In certain limited situations, we do reserve the right, in our sole and absolute discretion, to waive the insurance requirement under this Section in favor of a security deposit. In such instances, you authorize LCP to place a deposit hold on your credit card up to the amount of the replacement value of the Equipment being rented. Your credit card will only be charged up to the amount of your insurance deductible or the replacement value of the Equipment, unless late fees or "Loss of Use" fees apply (See Loss & Damage Section below for more details).

If a deposit is required, we will contact you with options before your Rental Period begins. If a deposit is required, that hold will be released as soon as the Equipment is returned to us undamaged.

7. Age and Qualification.

Due to the value of the Equipment LCP will not rent Equipment to persons under the age of eighteen (18). Renter will allow only qualified persons over the age of eighteen (18) to operate the Equipment in the manner in which it was intended, and you understand that you are responsible for any and all damage or injury arising from use of the Equipment by such parties.

8. Loss & Damage.

Renter hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever while the Equipment is in your possession and custody. Your liability includes loss or damage that occurs during transit, loading, unloading, and while in storage at your premises or location, regardless of whether you, any of your agents or a third party is attending to the Equipment. No loss or damage to the Equipment or any part thereof shall impair any obligation of Renter under this Agreement. In the event of damage of any kind whatsoever to the Equipment, LCP may: (a) charge your credit card for the full cost of repair; and (b) repair the Equipment using a vendor selected by LCP at our sole discretion. In the event the Equipment is damaged beyond repair or is lost, LCP may: (a) charge Renter the full replacement value of the lost or damaged Equipment. In addition to repair or replacement fees, LCP may charge Renter's credit card for a "Loss of Use Fee". A "Loss of Use Fee" is equal to the daily rental rates LCP would have been entitled to receive for the Equipment had it not been damaged or lost. In the event the RFID tags becomes lost or stolen during the Rental Period, Renter will pay an additional tag replacement fee of \$12 per tag per Equipment. In the event the Equipment becomes damaged beyond repair, Renter shall be charged the full replacement value of the Equipment. Renter must ensure that the Equipment, when returned to LCP, is clean. Should the returned Equipment be deemed dirty in LCP's sole judgment, LCP reserves the right to charge Renter a reasonable "Cleaning Fee".

LCP'S ACCEPTANCE OF THE RETURN OF THE EQUIPMENT IS NOT A WAIVER OF CLAIMS THAT LCP MAY HAVE AGAINST YOU, NOR IS IT A WAIVER OF CLAIMS FOR LATENT OR PATENT DAMAGE TO THE EQUIPMENT RENTED BY YOU.

9. Missing Accessories.

If you return Equipment that is missing an accessory(ies), you are responsible for the replacement value of the missing accessory(ies). If you find the lost accessory(ies) after being charged, just return it to us as soon as possible and we will refund the charge.

10. Assignment and Subletting:

You are not permitted to assign, transfer or sublet your rights under this Agreement without LCP's express written consent, and will not pledge, mortgage or encumber the Equipment in any way.

11. Modifications to the Equipment.

Renter agrees not to attempt to repair or alter the physical or otherwise makeup of the Equipment under any circumstances regardless of fault. You agree that you will not remove or cover any nameplates, tags, or serial numbers, which identify the equipment as property of LCP.

12. Non-Working Equipment.

Renter is responsible for all damage to Equipment after it is removed from our pick up/drop off location. Renter shall notify LCP of Equipment malfunction and/or alleged damage of such Equipment as soon as possible. In the event Equipment is not functioning and/or damaged other than as a result of Renter's negligence or willful acts, Renter must not attempt to repair or modify the Equipment himself/herself. Renter must return such non-working Equipment to LCP and LCP will make commercially reasonable efforts to either replace the non-working Equipment with a functioning equivalent "Replacement Equipment" if available.

UNDER NO CIRCUMSTANCES SHALL LCP BE LIABLE FOR SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES RESULTING FROM DAMAGED OR MALFUNCTIONING EQUIPMENT.

13. Equipment Availability.

LCP will make every effort to have your Equipment available and in good working order on the day of your scheduled pick up, however, there may be circumstances beyond our control which prevent us from doing so, such as the Equipment not being returned on time or being damaged by another renter. In such unforeseeable circumstances, LCP will inform you as soon as possible that the Equipment is not available and if possible, offer you a substitute piece of Equipment, or keep you posted on when the item you ordered is returned and available for rental. As such, LCP makes no guarantees as to availability of Equipment. Any estimate of availability provided by LCP is based on the assumption that each LCP customer returns the Equipment within the prescribed Rental Period and that such Equipment is not damaged. We will make every effort to keep you informed of any Equipment that you have ordered that is out-of-stock and unavailable for pick up on the date requested. If Equipment is out-of-stock or unavailable, you may cancel the order at any time prior to the scheduled pick up date.

14. Limited License:

To the extent Renter produces audiovisual footage ("Footage") from the use of the Equipment, Renter grants LCP a limited, non-exclusive, non-assignable license to use clips from the Footage for use as an example of the work that can be produced by using our Equipment on our site and for other promotional, marketing and instructional purposes. Renter shall provide clips to LCP upon request for the limited use set forth herein.

15. Credit:

To the extent Renter produces an audiovisual work ("Work") from the use of the Equipment that is commercially exploited, Renter agrees to provide LCP with a credit in the end titles of the Work in substantially the same format as afforded to other service providers and/or vendors.

16. Surrender.

At the end of the Rental Period, Renter shall return the Equipment to LCP in good repair, condition and working order, by delivering the Equipment at Renter's cost and expense to the pick up/drop off location. LCP's acceptance of the Equipment upon return by Renter shall not represent LCP's determination as to the condition of the returned Equipment. LCP reserves the right to inspect the Equipment within a reasonable time after the return of the Equipment and make a determination as to whether such returned Equipment was damaged during the Rental Period. In the event that damage to Equipment is discovered, such damage will be attributed to Renter and Renter will be responsible for the cost of repair or replacement.

17. Representations, Warranties.

Renter has selected the Equipment without relying upon any suggestion or recommendations of LCP or its employees and Renter understands and agrees that LCP assumes no responsibility for the Equipment as being fit for any particular purpose.

LCP represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of its knowledge at the inception of the rental; (2) LCP is responsible for routine repair and maintenance of the Equipment prior to rental; (3) LCP has the right to enter into this Agreement.

Renter agrees as follows: (1) except as set forth in LCP's representations and warranties above, the Equipment is rented to Renter without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (2) LCP shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect, consequential, or punitive damages, production delays; and (3) except as may be set forth in LCP's representations and warranties above, Renter is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Renter's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful act of Renter, its employees, agents, or contractors.

18. Unlawful Acts.

Renter will not permit the Equipment to be used in violation of any federal, state or municipal laws or regulations, and hold LCP harmless from any fines, penalties, or forfeitures that may result from the unlawful act. If the equipment is for any reason confiscated by a public authority, Renter will be liable for continued charges until the Equipment is returned to LCP.

19. Indemnity.

You agree to defend, indemnify, and hold LCP harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expended and compensation whatsoever including court costs and attorney's fees, in any way arising from, or in connection with the Equipment rented or the services provided, including without limitation, as a result of its selection, use, transport, maintenance or

possession, irrespective of the cause of the claim, from the time the Equipment leaves the pick up/drop off location when you rent it until the Equipment is returned to us undamaged.

20. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF LCP, LCP'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONTRACTORS, AND ANY OF THEM, TO THE RENTER AND ANYONE CLAIMING BY OR THROUGH THE RENTER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE EQUIPMENT OFFERED UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY LCP FOR THE RENTAL SERVICES PROVIDED HEREUNDER. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

21. Cancellations.

You may cancel a reservation up to forty-eight (48) hours prior to your scheduled pick up. Failure to do so will result in a 3-day rental fee for each piece of Equipment ordered being charged to you. Orders cancelled within forty eight (48) hours of your scheduled pick up date may be subject to a \$250 administrative and processing fee to cover the cost of labor and time devoted to processing, inspecting and testing Equipment in preparation for your pick up. LCP reserves the right to cancel an entire or any part of an Order any time before the scheduled pick up date and shall notify Renter as soon as possible where an Order cancellation is necessary.

22. Ownership.

The Equipment is, and shall at all times be and remain, the sole and exclusive property of LCP and Renter has no right, title or interest therein or thereto except as expressly set forth in this Agreement.

23. Collection.

LCP may attempt to collect any past due balance on your account through our attorney's office and/or civil litigation. You agree to pay all costs of collection and litigation on this account in accordance with the laws of the State of California.

PLEASE READ THE FOLLOWING CAREFULLY:

24. RENTER'S ACKNOWLEDGMENTS: ASSUMPTION OF RISK, WAIVER OF CLAIMS AND COMPLETE RELEASE

By clicking the "I Agree" button below, you hereby agree and acknowledge the following:

- 1) You are eighteen (18) years of age or older and will not allow any individual under the age of eighteen (18) to operate the Equipment.
- 2) You agree and understand that using the Equipment for any purpose may be hazardous and involve the risk of physical injury and/or death.
- 3) You agree that as the renter of the Equipment, you are solely responsible for the use of Equipment and any other individual throughout the Rental Period and voluntarily assume all risk associated with such Activity whether or not such risk is reasonably foreseeable.

- 4) You acknowledge and attest to having knowledge and expertise in the use and operation of the Equipment that you are renting from LCP and that you will not rely upon nor shall your ability to operate the Equipment in a safe manner be dependent on the advice or assistance of LCP.
- 5) You agree to accept for use the Equipment "as is" and with no warranties, express or implied, unless otherwise agreed in this Agreement. You further agree that you will inspect the Equipment carefully before leaving our pick up/drop off location, including any safety related elements.
- 6) You agree to use the Equipment in a careful, safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, and regulations in any way relating to the possession, use or maintenance of the Equipment including any manufacturer's recommendations as to the safe use of the Equipment.
- 7) You agree that you are solely responsible for any damage to the Equipment from the time that it is picked up to the time that it is returned.
- 8) In the event that the Equipment is not in proper working order and/or is not functioning properly, you agree that you will stop using it immediately and return it to LCP for inspection, possible repair, adjustment and/or replacement.
- 9) You agree and understand that there may be risks associated with the use of the Equipment which include, but are not limited to, injury or death related to Equipment failure, Equipment malfunction, Equipment damage and improper use of the Equipment, and you voluntarily agree to assume such risks.
- 10) You acknowledge and agree that LCP exerts no control over you or over any of your actions while in possession of the Equipment, all of which you voluntarily undertake.
- 11) You acknowledge and agree that LCP assumes no responsibility or liability whatsoever to you while you are using the Equipment.

RELEASE AND WAIVER

Renter, of her/his own free will and volition, assumes all physical and legal risk in all activities that she/he performs in association with the use of the Equipment and hereby releases and discharges LCP, its employees, agents, licensees, successors and assigns, from any and all liability and waive as against LCP all recourses, loss, or damage, including any consequential damage or loss, claims, causes of action of any kind whatsoever.

Renter hereby agrees that all of her/his rights under § 1542 of the Civil Code of the State of California are hereby waived. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIS MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Renter understands and acknowledges the significance and consequence of such specific waiver of § 1542, and hereby assumes full responsibility for any injuries, damages or losses that it may later incur from the alleged incident giving rise to this dispute and/or lawsuit.

Renter acknowledges and agrees that by clicking "I Agree" Renter will be forever precluded from suing or otherwise claiming against LCP, for any loss or damage connected with any property loss or personal injury that Renter or another third party may sustain indirectly or directly from the use of Equipment while it is in Renter's possession or custody.

29. Bankruptcy, Default & Right of Entry.

In the event that you enter into a state of insolvency, bankruptcy, or receivership while in possession of LCP Equipment, LCP will have the right to immediately terminate this Agreement and repossess the Equipment without prior notice to you or any receiver, trustee or assignee for the benefit or creditors or levying officer. You acknowledge and agree that LCP shall have the right to lawfully enter at reasonable times the premises wherein the Equipment resides for the purpose of inspection and repossession without any liability, including trespass or any claim for damages that may arise from such action by LCP.

30. Severability.

This Agreement is legally binding in whole and in part. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision shall be fully severable with the remaining provisions in full force and effect, and there shall be added automatically as part of this Agreement, a legal, valid, and enforceable provision as similar to the illegal, invalid, or unenforceable provision as possible.

31. Governing Law.

This Agreement shall be governed by the laws of the state of California without giving effect to its conflict of laws principals.

32. Arbitration.

All disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance (“IFTA”) in Los Angeles, California. The prevailing party will be entitled to reasonable attorney fees and costs.

33. Entire Agreement.

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a) updates on LCP's Site "Terms & Conditions of Use" Policy and b) further writing signed by the parties hereto.

Date:

Name:

Company:

Position/Title:

Show Name:

Pickup Date:

Drop-off Date:

Signature:

EXHIBIT A – LEASED EQUIPMENT