

PROPERTY AND EQUIPMENT AGREEMENT

The Agreement (“Agreement”), effective as of _____, is made by and between _____ (“Producer”) and Warehouse 1 Productions, LLC (“Studio”) with respect to Producer’s use of certain property and equipment as set forth herein for the production of a _____ (the “Project”).

1. PROPERTY AND EQUIPMENT: Studio hereby permits Producer to use Studio's property, including sound stages and offices (collectively, the “Property”) and equipment (the “Equipment”) for the purposes of producing the Project (the “License”). A list of all Property and Equipment subject to this agreement is detailed **Schedule 1**, attached hereto and incorporated herein by reference. The Property and Equipment shall be of professional quality consistent with industry standards.

2. PRODUCER RIGHTS

a. Studio grants to Producer and its employees, contractors, agents, licenses and assigns, the right to: (a) enter, remain on, and occupy the Property as set forth in Schedule 1 with personnel and equipment for the purpose of recording, filming, taping, and/or photographing in connection with Project and undertaking related activities on and of the Property, (b) make audio and video recordings (including without limitation photographs) on and of the Property; (c) use the Equipment (on the Property) for the purpose of recording, filming, taping and/or transmit such recordings in all manners, format and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire, whether or not in connection with the Project. The rights herein granted include without limitation the right to record all structures and signs located on the Property, the rights to use any trademarks, copyrights and logos of Studio or visible on the Property in the photographs, films and recordings, the right to record any and all activities conduct, and conditions occurring or existing on the Property, and the right to refer to the Property by its correct name or any fictitious name.

b. Producer shall solely own all rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) throughout the universe in perpetuity.

3. COMPENSATION: Producer shall pay to Studio a total fee of \$_____ (the “Rental Fee”) for use of the Property. Included in the total Rental Fee shall be a deposit of \$_____ (the “Deposit”), which must be paid to Studio upon the execution of this Agreement. Studio shall have no obligations under this Agreement until the Deposit is paid in full. The remainder of the

total Rental Fee is due in full by the event date, which is _____ (the "Payment Due Date"). If Producer fails to pay the full Rental Fee by the Payment Due Date, Studio shall have the right to revoke the License and keep the full amount of the Deposit.

4. TIME OF ACCESS: The rights granted hereunder are for the period that commences from _____(TIME) and continues until _____(TIME) on _____(DATE) (the "Access Period"). For every Thirty (30) minutes that Producer occupies the Property before and/or after the Access Period, Producer shall be charged an additional \$75.00 fee (the "Overtime Fee"). Producer shall receive no refund of the Rental Fee if Producer vacates the Property before the end of the Access Period.

5. PRODUCER'S ADDITIONAL OBLIGATIONS:

a. Producer agrees to abide by any and all requirements, whether by local, state or federal regulations or statutes or by union agreement with Studio concerning the health, care and safety of personnel employed for the Project.

b. Producer shall be responsible for any misuse of or damage to Studio and the surrounding areas and Equipment beyond ordinary wear and tear and shall be required to arrange for the repair of any such damage. In the event that Producer does not satisfactorily arrange for such repair, Studio shall be entitled to arrange for any necessary repairs at Producer's expense. Producer shall reimburse Studio for any such repairs within 30 days of receipt of Studio's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

c. Producer shall ensure that no one takes or otherwise consumes illegal drugs, alcohol and/or smokes on the Property. Smoking is permitted outside the building. Producer is responsible for the clean-up of smoking related debris (ashes, cigarettes) before leaving.

d. Producer shall ensure that the Project does not contain any pornographic material.

e. All children under the age of 18 must be supervised by a responsible adult at all times in or around the Property in order to ensure that they do not harm themselves or damage the premises.

f. Studio takes no responsibility for personal effects and possessions left on or around the Property during or after the Access Period.

g. Property shall be in a clean condition prior to Producer's arrival. Producer is obligated to return the space to the same clean condition in which it was found. The Property must be clean prior to the end of the Access Period. Any additional time Producer needs to clean the Property shall be calculated as a part of the Overtime Fee. This includes all trash being collected and put into a trash bin. Should the Producer leave the Property without adequately bringing the Property to its pre-rental condition, Producer shall be charged a \$175.00 cleaning fee.

h. Producer is aware that the Property is located near residential units and therefore neighborhood noise regulations do apply. In the event the Producer's Project creates a disturbance, Studio has full authority to ask the Producer to rectify the nuisance. If repeated disturbances are created, Studio reserves the right to remove Producer and Producer's entire team off the Property, at the Producer's sole expense. A refund will not be provided. Producer shall be solely responsible for any fines or fees associated with noise ordinances.

i. Producer shall ensure that all production related to the Project shall be contained inside the Property at all times. Usage of the common areas for the Project is strictly prohibited. Lounging, playing or unnecessary loitering in the halls, front door, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another is strictly prohibited.

6. RIGHT OF ENTRY AND SURVEILLANCE: Studio shall have the right to enter the Property at any time for any reasonable purpose, including any emergency that may threaten damage to Property and/or Equipment, or injury to any person in or near the Property. Studio shall have the right to, and Producer acknowledges that Studio maintains 24/7 security surveillance recording of the Property.

7. INSURANCE: Proof of liability insurance is required and due four (4) weeks prior to the Access Period. Producer must provide Studio with a Certificate of Insurance and endorsement for themselves (and separate certificates and endorsements for each subcontractor being used) at the following minimum levels:

- a. Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Auto Liability Insurance of \$1,000,000 combined single limit; and
- c. Workers compensation plus \$1,000,000 minimum employer's liability limit.
- d. Producer shall name "Warehouse 1 Productions, LLC" as an additional insured to all such insurance policies.

8. REPRESENTATIONS AND WARRANTIES: Studio represents and warrants that Studio is the owner and/or authorized representative of the Property and Equipment, and that Studio has the authority to grant Producer the permission and rights herein granted, subject to no further compensation, permission, or other requirements. Studio makes no warranty to Producer regarding the suitability of the Property and Equipment for Producer's intended use.

9. INDEMNIFICATION: Producer shall indemnify, defend, protect, save and hold harmless Studio and all other parties lawfully in possession of the Property and/or Equipment for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Producer's part in connection with Producer's use of the Property and/or Equipment. Studio shall indemnify, defend, protect, save and hold harmless Producer, the applicable distributor(s) and their respective subsidiaries and affiliated companies, successors, licensees, assignees, board members and directors (the "Indemnified Parties) of any and all claims, actions, suits costs, liabilities, judgments, obligations, losses, penalties, expenses or damages (including, without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the Indemnified Parties arising out of any breach or alleged breach of any representation, warranty or covenant made or obligation assumed by Studio herein.

10. PUBLICITY RESTRICTIONS: All aspects of the publicity and promotion for the Project shall be at Producer's and its designee's sole discretion. During and after the term of this Agreement, neither Studio, nor any of Studio's employees or agents shall directly, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to Studio's participation in the Project and the subject matter of this Agreement, Producer, or the Project (if any). The foregoing shall not be deemed to prohibit Studio from issuing publicity that includes incidental references to the Project and Studio's involvement therein, provided the same occurs after the initial press release for the Project has been issued by Producer and does not mention the Project, Producer or any other person or entity involved therewith in an unfavorable or derogatory manner.

11. FORCE MAJEURE: In the event that Producer's use of the property is prevented or hampered by weather or occurrences beyond Producer's control (including, by not limited to, weather-related delays) (each, a "Force majeure Event"), Producer shall have the right to use the Property and/or Equipment without any additional charge for any amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

12. ASSIGNMENT: This Agreement is not assignable or transferrable without the prior written consent of the other, non-assigning, party.

13. NO OBLIGATION TO USE: Producer shall not be obligated to produce the Project, to make any actual use of recordings made the Equipment or made on or of the Property or to use any name connected with the Property in connection with the Picture or any other program.

14. NO PARTNERSHIP OR VENTURE: Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

15. MISCELLANEOUS.

a. **Choice of Law.** This Agreement shall be governed by construed in accordance with the laws of the State of California applicable to contracts made and performed entirely in California. The parties hereto agree to submit to jurisdiction in the State of California.

b. **Notices.** All notices under this Agreement shall be delivered to the addresses set forth below. All notices given orally or by facsimile shall be confirmed in writing to the respective party at the following addresses:

STUDIO INFO

Warehouse 1 Productions, LLC
5248 Huntington Dr. S.
Los Angeles, CA 90032

PRODUCER INFO

c. This Agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.

d. This Agreement constitutes the entire agreement between the parties hereto with respect to all the matters herein and its execution has not been induced by, nor do any of the parties hereto upon or regard as material, any representations or writing whatsoever not incorporated

herein and made a part hereof. No amendment or modification hereto shall be valid set forth in a writing signed by both parties.

e. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be duly executed and delivered as the day and year first above written.

Warehouse 1 Productions, LLC

By: _____

Its: _____

[PRODUCER]

By: _____

Its: _____

Fed I.D.# _____

SCHEDULE 1

The following is SCHEDULE is incorporated into the PROPERTY AND EQUIPMENT AGREEMENT dated as of the ____ day of _____ 2019 (the “Agreement”) by and between Warehouse 1 Productions, LLC (the “Studio”) and _____ (the “Producer”). Any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Address of Property:

List of Equipment: