

CITY STAGE CONTRACT 2014

Company Name:

Contact Name:

Position:

Date of Shooting:

Stage Number:

Phone Number:

1. Lessee has made their own selection of *Equipment & Studio(s)* without any suggestion or recommendations of *City Stage* and Lessee understands and agrees that said *Equipment & Studio(s)* are rented to Lessee without any warranty or guaranty of any kind, expressed or implied, and that *City Stage* assumes no responsibility for the *Equipment & Studio(s)* as being fit for any particular purpose whatsoever. Lessee assumes the entire responsibility that the *Equipment & Studio(s)* selected by them is fit for their intended use and purpose and for the non-performance, of the *Equipment & Studio(s)*.
2. Lessee acknowledges that it has inspected and tested all Equipment and Premises supplied by *City Stage* at the time of rental and that all *Equipment & Studio(s)* is in good and working order and the premises are acceptable to Lessee. Furthermore, Lessee agrees that they will reinspect and test all such *Equipment* prior to each use thereof and that they will process and/or view their footage daily.
3. *City Stage* shall not be responsible to Lessee for any claims by Lessee for alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of *Equipment &/or Studios(s)*. In the event *Equipment &/or Studio(s)* are not functioning and/or damaged Lessee shall notify *City Stage* immediately in writing of any claimed malfunction and/or damage of any *Equipment &/or Studio(s)*. *City Stage* shall have the option of substituting other like *Equipment &/or Studio(s)* in exchange for the returned *Equipment &/or Studio(s)* or cancelling this agreement and recalling all *Equipment* and Lessee surrendering the premises. The rental charges for all *Equipment &/or Studio(s)* shall be abated from the time of acceptance and return. Likewise, rental charges shall accrue and be owed for any replacement *Equipment &/or Studio(s)*.
4. Lessee shall only allow the *Equipment & Studio(s)* to be used by duly qualified and/or licensed technicians and only in strict accordance with its contemplated use. Lessee shall keep the *Equipment* in their sole custody and shall not permit the *Equipment* to be used in violation of any laws.

5. Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage. Once lessee has taken possession of the *Equipment&/or Studio(s)*, Lessee's responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Lessee's own premises, while in use, and while on the premises of *City Stage*.

6. Lessee is responsible for all damage to both real and personal property (including but not limited to camera(s), props, sets, & wardrobe) rented from *City Stage* and/or stored on *City Stage's* premises. All risk of loss to third party property which is transported or stored by *City Stage* for the benefit of Lessee shall be the responsibility of Lessee.

7. Lessee must insure all *Equipment* and damage to *City Stage's* premises. Lessee shall at their expense, and at all times during the rental, maintain in full force and effect insurance covering all *Equipment* rented, from all sources, for the full replacement cost without deduction for depreciation, and for loss of use (rents) of the *Equipment* and stages. Lessee shall deliver to *City Stage* evidence of Lessee's insurance coverage prior to Lessee taking either constructive or actual possession of the *Equipment* and/or *Studio(s)*. Lessee will forward a Certificate of Insurance evidencing Lessee's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to *City Stage* that complies with coverage requirements as enumerated within this rental and license agreement.

a. Property Insurance. Lessee's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name *City Stage* as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to *Equipment*; and all policies shall provide for 30 days written notice to *City Stage* before any policy shall be modified or cancelled. In determining whether the *Equipment* shall be repaired or replaced, *City Stage's* judgment shall be conclusive upon Lessee. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

b. Liability Insurance. Lessee shall name *City Stage* as an additional insured on their liability insurance. Lessee's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Third Party Property Damage Liability \$1,000,000.

c. Lessee's property, automobile and liability coverage is the primary coverage for *Equipment* and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Lessee's insurance carrier agrees that the rights of *City Stage* under Lessee's insurance policy shall not be affected by any act, neglect or breach of condition by the Lessee, other than non-payment of premium. Lessee shall remain primarily liable to *City Stage* for full performance under the terms and conditions of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this contract, shall allow *City Stage* to immediately and automatically terminate this contract, at their option.

8. Lessee specifically acknowledges *City Stage's* superior title and ownership of the *Equipment &/or Studio(s)* and must keep the *Equipment and/or Studio(s)* free of all liens, levies and encumbrances. Lessee may not assign or pledge the *Equipment and/or Studio(s)*.
9. Lessee agrees to indemnify, defend and hold harmless *City Stage* and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the *Equipment* and use of the *Studio(s)* and by whomsoever operated. This indemnification shall survive the term of the rental contract.
10. This agreement shall be governed by the laws of the State of New York. This rental and License agreement shall be deemed to have been made in the County of Manhattan, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York.
11. The signed Rental Contract and The Terms and Conditions constitute the entire agreement between *City Stage* and the Lessee. Any changes must be made in writing and signed by both parties.
12. Payment terms: Payment *in full* due by 10:00 am of first day of possession.
13. *City Stage* shall have the right to inspect the *Equipment* and studio(s) at any time during the rental. Lessee shall make any and all arrangements necessary to permit a qualified employee of *City Stage* access to the *Studio(s)* and/or the *Equipment*. If a breach of any provision of this rental agreement has occurred, *City Stage* has the right to remove all of the *Equipment* and prohibit access to the premises, and without prejudice to *City Stage's* right to receive rent due or accrue to, including the date of removal.
14. *City Stage* shall mean *Zoom Films Inc. d/b/a City Stage and/or 435 West 19th Street Realty LLC. And/or Big City Productions Inc. and/or any of its subsidiaries. Equipment shall mean "all equipment" and/or vehicles.*
15. *Cancellation Fee: At the time of the signed contract client agrees to a non refundable cancellation fee of \$3000. If City Stage is able to book the space the cancellation fee will be waived.*

Client Signature

Printed Name

Date

Brian Coles, City Stage

Date