



## LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

*Equipment and Vehicles for use by Gravity Media (USA) Corp. trading as Gravity Media as the “Lessee/Renter” and you, the supplier as the “Lessor/Owner”, collectively referred to as the parties.*

*Please Read Carefully and note that these Terms and Conditions shall prevail over any competing terms and conditions.*

1. **Order.** This Agreement relates to the Renter’s order for the supply of equipment and vehicles listed in the purchase order (the “**Equipment**”).
2. **Term.** The term of this Agreement (the "**Term**") commences on the date in the purchase order and continues thereafter until the date specified in the purchase order, unless and until sooner terminated as provided in clause 19.
3. **Rates and Payment.** As specified in the purchase order. Owner shall invoice the Renter at the end of each relevant month for the facilities provided, to be paid within 10 days of receipt.
4. **Billable Expenses:** Every effort will be made to anticipate billable expenses on the quote. Expenses not anticipated nor included on the quote will be reviewed with the Renter and included on the final invoice. Those expenses may include, and shall be limited to; Parking, Fuel and Road Tolls.
5. **Taxes.** The amount of any present or future sales, use, excise, import duty or other tax applicable to the provision of services will be added to Renter’s invoice and shall be the sole responsibility of Renter, unless the Renter provides the Owner with a valid tax exemption certificate acceptable to the applicable taxing authority.
6. **Cancellation Terms.** Upon acceptance of Owner’s quote, the offer of services involves a commitment of equipment and crew resources such as drivers or engineers (if necessary). Accordingly, should it be necessary to cancel any of the dates committed to, the Renter shall confirm such cancellation to the Owner via email. There shall be no cancellation charges unless otherwise agreed between the parties at the time of entering into this Agreement.
7. **Transportation / Transit.** The Renter shall be responsible for transporting the Equipment to and from location specified by Owner and for the avoidance of doubt, the Equipment is to be returned to the Owner at the end of each working day and the Renter shall not be responsible for any storage for any of the Equipment provided under this Agreement, unless otherwise agreed between the parties.
8. **Title.** The Equipment shall at all times remain the property of the Owner, and the Renter shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms of this Agreement).
9. **Loss of or Damage to Equipment.** Upon taking possession of the Equipment, the Renter is responsible for loss, damage or destruction of the Equipment limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on the Renter’s premises, except that the Renter is not responsible for any damage to or any loss of the Equipment caused by the Owner’s negligence or misconduct or during any time the Equipment is in the possession or control of the Owner or its nominee .
10. **Equipment in Working Order.** The Owner warrants, represents and undertakes that it has tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the transfer of possession or delivery of the Equipment, and warrants, represents and undertakes that it is fit for its intended purpose.
11. **Insurance.** -The Owner agrees to obtain and maintain at their own expense during the Agreement with financially sound and reputable insurers, appropriate insurance including but not limited to general comprehensive liability insurance (to include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability), workers compensation insurance and vehicle insurance to be applicable to any claims, liabilities, damages, costs, or expenses, including but not limited to outside attorneys’ fees that arises out of the services rendered pursuant to the terms of this Agreement and shall provide a certificate of insurance evidencing the above on request.

12. **Drivers.** Any and all drivers who drive the vehicles on the Equipment list (“**Vehicles**”) and are made available to the Renter as part of the renting/leasing from the Owner shall be duly licensed, trained and qualified to drive vehicles of this type. If the Owner supplies and employs any driver for the Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the Vehicle) that driver shall be deemed to be the Owner’s employee for all purposes hereunder and shall be covered as an additional insured on all of the Owner’s applicable insurance policies and the Owner shall take full responsibility for the actions and/or omissions of the drivers and shall be fully responsible for all salary, wages and taxes and contributions due to or relating to such individuals.
13. **Termination.** The Renter may in its sole discretion, terminate this Agreement at any time, without cause and either party may terminate this Agreement immediately before the expiration date of the Term on written notice:
  - a) if either party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 14 days following receipt of written notice of such breach; or
  - b) if either party:
    - i. becomes insolvent;
    - ii. is generally unable to pay, or fails to pay, its debts as they become due;
    - iii. files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law;
    - iv. makes or seeks to make a general assignment for the benefit of its creditors; or
    - v. applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.
14. **Obligation to Return Equipment.** Within 14 days upon termination of this Agreement or the expiration of the Term the Renter shall return the Equipment to the Owner. The Renter shall ensure that any item of Equipment that is returned is in the same or similar condition as when delivered to the Renter, ordinary wear and tear excepted.
15. **Compliance with Law and Regulations.** The parties 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 use of such Equipment.
16. **Valuation of Loss/ Liability is Limited.** Unless otherwise agreed in writing, each party’s aggregate liability to the other relevant party for any direct loss under this contract shall be limited to that for which the party is directly responsible and shall in no circumstances exceed the total fees paid under the contract. No party shall be liable for any consequential, indirect, special or incidental damages or otherwise or for any loss of profits.
17. **Bailment.** This agreement constitutes an agreement or bailment of the Equipment and is not a sale or the creation of a security interest. The Renter 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. The Owner will at all times be the sole owner of the Equipment.
18. **Condition of Equipment.** The Owner will however be responsible for maintaining the Equipment in good mechanical condition and running order. The rent on any of the Equipment will be prorated or abated while the Equipment is being serviced or repaired for any reason and the Owner will be responsible for providing service, maintenance, repairs, or parts for the Equipment, as necessary except as otherwise specially agreed
19. **Expenses.** The Renter will be responsible for fuel charges in connection with the operation of the Equipment, but no other expenses.
20. **Accident Reports.** If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any Equipment is damaged as a result of its use, maintenance, or possession, the Renter will promptly notify the Owner of the occurrence, and the parties will file all necessary accident reports, including those required by law and those required by applicable insurers. The parties will co-operate fully with one another and all insurers providing Insurance under this Agreement as appropriate and in the investigation and defense of any claims, including prompt delivery of any relevant documents served on the party in connection with any claim or proceeding at law.
21. **Return.** Upon the expiration date of this Agreement with respect to any or all Equipment, the Renter will return the relevant Equipment to the Owner, together with all accessories, free from all damage and in the same condition and

appearance as when received by the Renter. Any claims for damaged Equipment must be submitted in a detailed written damage report within 24 hours of the Owner retaking possession or any and all claims of damage are deemed waived.

22. **Additional Equipment.** Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional equipment will be added in an amendment describing the equipment, the monthly rental, security deposit, and stipulated loss value of the additional Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.
23. **Entire Agreement.** This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.
24. **Applicable Law.** This Agreement will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California.
25. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement, including (without limitation) disputes concerning the termination, arbitrability, validity, enforceability and interpretation of this Agreement will be settled by arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.
26. **Severability.** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
27. **Counterparts.** This Agreement may be executed in counterparts and by signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.
28. **Continuing Rental Agreement.** Lessor and Lessee agree that this Agreement shall apply to any rental of equipment by Lessee from Lessor occurring during the one-year period after the date of this Agreement even though the specific equipment, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all rental transactions between them during said one-year period, without necessity or until either party executing a new Lease/Rental Agreement Terms and Conditions.
29. **Force Majeure.** The parties shall not be liable for any delay in performing, failure to perform or improper performance of, any services or any of its other obligations under this Agreement if the delay or failure is in any way caused by any event, matter or circumstance that is beyond a party's reasonable control (an "**Event of Force Majeure**"). An Event of Force Majeure shall include (without limitation) any changes in applicable laws, civil commotion, riot, crowd disorder, spread of diseases, epidemics, pandemics or any other health related matters, restrictions on travel or government advisories relating to travel, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence or any other natural disaster.

**The OWNER and RENTER agree to the above terms and conditions. Each warrants to the other that the person has full authority to enter into this Agreement on behalf of their corporate or like business entity.**