

Our rental agreement is attached to our Check-Out Sheet and is signed at the time of pick-up or when the order is signed.

History For Hire, Inc. Rental Agreement Contract

The properties(props) described on the History For Hire, Inc. (HFH) Check-Out Sheet are leased upon the terms set forth below.

Acceptance of this contract- The Lessee accepts the terms and conditions of this lease. The lease period shall commence on the date set forth on the HFH Check-Out Sheet. HFH's minimum rental fee is \$35. Rentals, Graphics, Custom Shop, and Loss and Damage orders are billed separately. All "Cash-On-Delivery" account payments are due at time of pick-up. All "Credit Account" invoices are due within 30 days of pick-up.

Condition of rented props- All items are rented as "props" and are rented in "as-is" condition. HFH offers no warranty or guarantee, expressed or implied, for the actual serviceability or condition of said props.

Clearances, Releases and Intellectual Property Rights- The Lessee has exclusive control over how a prop may be used, including the context of use. HFH does not know what end use a Lessee may make of a prop, including the context of use. No model, property, trademark, or other release is provided for any prop and it is up to Lessee to determine if a release or other legal clearance is necessary for Lessee's intended use and the release Lessee may need. It is Lessee's sole and exclusive responsibility to obtain its own independent legal advice about any legal release and clearance requirements and issues. HFH can provide no legal release or clearance of any kind or nature.

Return of rented props- On any termination of this lease said props shall be returned by Lessee to HFH at its plant in as good condition and repair as when received by Lessee, reasonable wear and tear excepted. All costs of transportation from and to said plant shall be paid by Lessee. Props rented from HFH are not for sale. This contract in no way constitutes or implies transfer of ownership or title of said props.

Additional Rental- The rental cost specified on the HFH Check-Out Sheet is for the dates as specified for the return of said props. If the props are retained by the Lessee after such date, additional rental will be charged weekly at the Lessor's standard rate. Lessee further agrees to not dispute the payment of any additional rental, loss and/or damage charges or any other additional charges that are due, based on Lessee's failure to provide Purchase Orders.

Deposits- A deposit may also be required at the time of rental, the amount of which shall be determined by HFH. All deposits received by HFH shall be held as security until the Lessee's obligations are fully performed. The amount of any deposit in no way defines or limits the Lessee's liability for costs or obligations to HFH incurred by Lessee.

No Sublet/Copies- Lessee shall not assign this lease or interest therein or sublet any item leased from HFH. If Lessee does sublet any props procured from HFH, Lessee agrees to pay HFH 100% of any fees derived from said sublet.

If Lessee makes copies of any props procured from HFH, Lessee agrees to either give to HFH said props or to pay to HFH an amount equivalent to the amount of one week's rental for each copy.

Loss and Damage/Replacement Costs/Values- The props shall not be altered by the Lessee without the express written consent of Lessor (HFH).

Replacement costs (valuations) are always charged in addition to rental and/or any other costs. Rental amounts are never applied towards replacement costs.

Lessee agrees that should a loss occur of any or all of the props rented under this agreement, or if said props become damaged, for whatever reason or from an Act of God, that Lessee is fully responsible and agrees to pay to HFH the amount of the Replacement Value. Lessee agrees that the amounts of the Replacement Valuations as stated on HFH Check-Out Sheet are a fair and accurate representation of the worth and replacement valuation of the props rented.

When props procured from HFH are returned in a Damaged condition, HFH maintains the sole right to determine if said props are repairable or not. HFH has the sole right to determine the amount charged to the Lessee as Damage, with the understanding that a charge for Damage will never exceed the Valuation. Loss and Damage charges may include, but are not limited to: Costs to repair, both in-house and/or by outside agents, mileage, a rental charge for the time the item is out of service and a devaluation of the item even after being repaired. HFH has the sole right to determine that said props are "totaled" (defined as so damaged as to not be fixable), and in that event, charge to the Lessee the full Valuation.

Indemnification- Lessee agrees to defend, indemnify, and hold harmless HFH, as well as any affiliated and related divisions and entities and each of its shareholders, directors, agents, officers and employees, from and against any and all costs, losses, claims, liabilities, settlements, judgments, expenses, reasonable attorneys' fees, suits, damages or claims for damages of any kind howsoever caused, related to any props rented from HFH, including, but not limited to, those arising out of any injury or death to any person or persons or animals, or damage to any property of any kind whatsoever, regardless of the cause of said damage or injury. This includes, but is not limited to, any damage or injury caused by any replica or antique firearms, edged weapons, replica explosive devices, police or military badges and/or equipment, medals, ropes, saddles, safety equipment, electrical or electronic devices, defibrillators, tasers, etc., not only if used in a proper and safe manner, but especially if caused by the misuse or misrepresentation by Lessee or Lessee's agents or by anyone else regardless of whether said props are in or out of Lessee's possession or control.

Insurance- Lessee agrees to carry at Lessee's sole cost and expense such insurance as shall be adequate to cover any loss of the property as described on the HFH Check-Out Sheet at the full valuation listed for the property. Lessee also acknowledges that said insurance does not negate or lessen in any way Lessee's financial obligations under this contract.

Further, Lessee agrees to carry, at Lessee's sole cost and expense such public liability, property damage and worker's compensation insurance as shall be adequate to protect the interests of HFH herein. Said policies shall name HFH as well as the Lessee as the parties insured.

Lessee agrees that if an insurance claim is instigated by any party to reimburse HFH for any expenses as set forth in this contract, that Lessee will guarantee to pay to HFH any difference between any amount owed under this contract, and any amount paid to HFH by any insurance company or any other individual, company, agency, or source of any kind. Lessee agrees to act in good faith on behalf of HFH to work with any insurance company to obtain any and all payments due HFH, until HFH is made whole for any and all debts arising out of said amount(s).

The Lessee guarantees that all insurance policies required by this lease shall remain in effect for the duration of the rental period, which includes both the initial period and any periods after that, and that HFH shall be named both Additional Insured and Loss Payee on a hard copy Certificate of Insurance which will be delivered to HFH on or before the date the rental period is to begin. Failure to provide proof of insurance prior to the date the rental period is to begin may result in the purchase of such insurance by HFH. The cost of said insurance will be chargeable to Lessee's account and will be due and payable upon receipt of invoice issued to Lessee by HFH.

Taxes and Tariffs- Sales Tax does not apply on the lease of the props in this contract because the property is being leased in substantially the same form as acquired by the Lessor, and the Lessor acquired the property in a transaction that was a retail sale with respect to which the retailer has reported and paid the tax.

Lessee agrees that any and all tariffs and/or taxes and/or duties and/or any other charge that may result from shipping or moving props to any point, especially out of the country, will be paid by the Lessee, and that no deductions whatsoever will be made by the Lessee from amounts owed to HFH to cover said tariffs and/or taxes and/or duties.

Payment- All funds are billed and payable in US currency only. All payments by check or other negotiable instrument shall be drawn on a US bank. Lessee agrees to pay all fees incurred by HFH. Any such fees or charges owed by Lessee are due and payable on demand. Any debts owed to HFH are not deemed paid off until all monies due, including, but not limited to, payment for said charges and fees, have been received by HFH.

Native American Items- HFH hereby represents that to the best of its knowledge, that no Native American or Native American-style items of any kind, as leased by HFH, were actually made by or produced by Native Americans, and makes no representation of their authenticity therein. They are offered as Motion Picture Properties for rental only.

Termination of lease-

This lease may be terminated at any time by HFH by written notice.

Failure of Lessor-

Any failure of HFH to insist upon strict and/or prompt performance of any of these covenants hereunder and/or the acceptance of such performance hereunder shall not constitute or be construed as a waiver of HFH's rights hereunder to enforce the same strictly according to the tenor thereof in the event of a continuing or subsequent default on the part of the Lessee.

Additional-

Time is of the essence for this agreement and for all the terms, provisions, covenants, and conditions hereof.

This agreement contains all of the terms upon which the described props are leased and supersedes and controls any other orders or proposals, written or unwritten heretofore given with respect thereto unless the terms hereof are expressly modified by a later agreement signed by both of the parties. If suit is commenced or an attorney is employed, or if HFH incurs other costs to enforce any obligation of the Lessee hereunder, or to collect monies owed HFH by Lessee under the terms of this agreement hereunder, Lessee agrees to pay all costs of collection incurred by HFH including but not limited to investigations, court costs, collection agency costs, and/or reasonable attorney's fees. Lessee agrees that all the terms and conditions of this contract are fair and reasonable.

In the event HFH is forced to temporarily close due to circumstances beyond its control, such as a medical emergency, Act of God, civil unrest, and/or force of nature, and Lessee is therefore unable to return rented props on time, HFH shall endeavor to allow for a time of hiatus or grace to be extended to the Lessee, where appropriate. Such hiatus shall be extended at HFH's discretion.

If Lessee's production is forced to temporarily halt or be suspended due to circumstances beyond its control such as a medical emergency, Act of God, civil unrest, and/or force of nature, HFH shall endeavor to allow for a time of hiatus or grace to be extended to the Lessee, where appropriate. Such hiatus shall be extended at HFH's discretion.

HFH acknowledges that all right to Lessee's "work product" i.e photographs, sound recordings, film and digital recordings, and all other media technology currently in use or shall be created in the future including HFH rented items or HFH created or non-descript material shall remain the sole property of the Lessee once all invoices are paid and the account closed.