

This is an Equipment Rental Agreement entered into by and between \_\_\_\_\_ (hereafter referred to as "Customer") and Naked Breakfast Films, Inc. (hereafter referred to as "Endless Picnic") entered into the day and date hereinafter set forth.

1. Term of Agreement. The parties do herein bind themselves to the terms of this Agreement from the date of this Agreement until terminated, or modified or replaced by Endless Picnic.
2. Rental Charges. The Customer shall pay Endless Picnic the full amount of all rental charges set out herein.
3. Insurance. The Customer agrees to obtain, at Customer's own expense, all-risk insurance coverage equal to the replacement value without deduction for depreciation of the rented equipment. The equipment must be insured by the Customer before it can leave the premises of Endless Picnic. The Customer agrees to provide written certification and proof from Customer's insurance company of an all-risk policy naming Endless Picnic as a loss payee for any and all claims. In the event that Customer does not obtain all-risk insurance coverage, Customer may elect to have Endless Picnic place a hold on a credit card in Customer's name, subject to verification by the appropriate credit authorization agency, for the full replacement value of all equipment rented.
4. Maintenance & Alteration of Equipment. The Customer agrees to keep and maintain all of the rental equipment in good condition and assumes full responsibility for all the equipment and supplies until the rented items are returned. Additionally, the Customer agrees not to modify the equipment in any way outside of the standard operating practices for said equipment. The Customer agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the equipment.
5. Damages. The Customer shall be completely responsible for any damages whatsoever to any of the leased equipment, however caused, whether through the fault of the Customer or otherwise, and the Customer shall be responsible for all costs of repair of such equipment, including, without limitation, any applicable insurance deductible. In addition, the Customer shall also pay to Endless Picnic the full rental rates for such equipment during any period it is unavailable for rental while undergoing repairs. If the equipment can not be repaired or the cost of repair is unreasonable, in the sole judgment of Endless Picnic, then the Customer shall be responsible for the full replacement cost of any damaged equipment with equivalent, new equipment, or its successor technology without deduction for depreciation. Endless Picnic may request payment in advance for the repair or replacement of damaged equipment.
6. Notification of Damages. If the equipment becomes damaged during the term of this Agreement, the Customer shall immediately notify Endless Picnic that repairs and or technical assessment are necessary. In no case shall repairs be attempted without written authorization from Endless Picnic. All repairs will be carried out at the direction of Endless Picnic.
7. Inspection of Equipment. All equipment is subject to inspection upon its return. Acceptance of returned equipment by Endless Picnic shall not be considered a waiver for any claims it might have against the Customer and Endless Picnic shall have a reasonable period of time to conduct a full inspection of any equipment after its return. If the equipment or any part thereof shall be returned in an unclean state, then the Customer shall pay a cleaning charge.

8. Receipt of Equipment. The Customer (or Customer's agent), acknowledges having received on rental from Endless Picnic the equipment listed in good working order and condition on the date specified (see attached Endless Picnic Rental Order Form).
9. Warranty of Authority. Customer hereby warrants that any person which it directs or allows to receive equipment from Endless Picnic and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of Endless Picnic to confirm said person's authority to act on behalf of Customer.
10. Return of Equipment. The Customer shall return said equipment at or before 11:00 a.m. upon the date set out herein and this Agreement shall terminate on that date unless there is damage to the equipment in which case this Agreement shall terminate upon the Customer making all required payments hereunder. Extension is solely at the discretion of Endless Picnic.
11. Over Holding of Equipment. The Customer agrees that any over holding of the leased equipment is unauthorized. The Customer agrees to pay rental equal to twice the daily charge for over holding unless it has been pre-arranged before the day set for return.
12. Indemnification & Hold Harmless. The Customer covenants and agrees that it shall use the equipment at its own risk and hereby agrees to indemnify and hold Endless Picnic harmless from and against any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or death based on or arising from, out of, or in connection with the actual or alleged use, operation, delivery or transportation of the equipment.
13. Liability. Endless Picnic shall not be liable for any loss or damage of any kind whatsoever, whether caused by negligence or otherwise resulting from the services of technicians or services of any nature whatsoever provided by Endless Picnic.
14. Recovery of Damages. The Customer shall not seek to recover damages for physical injury or damage to property caused by any action of Endless Picnic or by any of its directors, officers, employees or agents whether by negligence or otherwise as the Customer is assuming any and all risks by entering into this Agreement.
15. Loss of Pre-Recorded Material. Endless Picnic shall not be held responsible for loss or damage of pre-recorded material and the Customer realizes that any tapes, media and property that may be given and/or delivered over to Endless Picnic is done solely as a matter of convenience to the Customer.
16. Inspection/Repossession of Equipment. The Customer agrees to admit any employee or agent of Endless Picnic to enter the premises upon which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of this Agreement whatsoever.
17. Exclusive Possession/Non-Assignability of the Lease. The Customer shall not sublease or loan the equipment or assign this Agreement to any other persons, firms or corporations and said equipment shall at all times remain under the immediate, exclusive control and direction of the Customer.
18. Local Use. All equipment rentals are intended for local use only unless otherwise negotiated. The Customer shall notify and obtain the permission of Endless Picnic if their intent is to use the equipment outside of the local area, out-of-state or country.
19. Professional Use of Equipment. The Customer shall not permit the equipment or any part thereof to be used by any person not qualified for its use.

20. Underwater & Aerial Photography. The use of the equipment for underwater or aerial mounted photography is strictly prohibited unless prior arrangements are made in writing with Endless Picnic. If equipment is lost or damaged as a result of such use, the Customer shall pay Endless Picnic the full cost of repair or replacement of such equipment at the time of loss with equivalent, new equipment, or its successor technology without deduction for depreciation. The Customer shall also pay to Endless Picnic ongoing rental charges until said equipment is returned or repaired.
21. Claims of Non-Performance. Claims for non-performance or other irregularities pertaining to the equipment must be made by phone or in writing within twenty-four hours of such occurrence or immediately upon malfunction or non-performance of equipment and/or service during the course of production.
22. Warranties. Endless Picnic makes no claims or warranties in regards to the performance of any of our equipment when used with equipment not provided by Endless Picnic.
23. Miscellaneous Provision for Liens, Charges, etc. The Customer specifically acknowledges Endless Picnic's ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. The Customer agrees that he shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the equipment.
24. Governing Law. This Agreement and all the right and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.
25. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.

Customer does herein warrant that its authorized agent has read the terms of this Agreement, understands the same and does sign it on behalf of Customer as Customer's free act and deed.

The below signor for Customer does herein warrant that he/she is duly authorized to bind Customer to each and every term of this Agreement.

In Witness Whereof: The parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CUSTOMER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ENDLESS PICNIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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