

PRIME LIGHT, INC.

4305 Merriam Dr
Overland Park, KS 66203
913-226-0849
primelight.com

MASTER LEASE/RENTAL AGREEMENT TERMS & CONDITION

Please Read and Understand Carefully.

This Equipment Rental Agreement ("AGREEMENT") is entered into and by and between

(Name) _____ (Street
address) _____ (City) _____ (State) _____ (Zip
code) _____
(Telephone) _____

*and or its SUCCESSORS, here after "Lessee" and PRIME LIGHT, INC., here after "Lessor" on
(date) _____ 20 _____. Lessee agrees to rent certain items and or vehicles (the EQUIPMENT) for the term
and at the rental rate for such equipment as set forth in, quotes, written invoices, lease schedules or other addenda prepared for
that purpose collectively known as the "Associated Schedules". This Agreement and the "Associated Schedules" are subject to the
following TERMS and CONDITIONS and Lessee agrees to be bound hereby. In the event of any conflict between the "Associated
Schedules" and this Agreement, this Agreement shall control.*

1. Indemnity. Lessee/Renter ("You") agree to defend, indemnify, and hold Lessor, PRIME LIGHT, INC. or its successors ("Us or
"We") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of
profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in
connection with the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as
"Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the claim,
except as the result of lessor's sole negligence or willful act, from the time You take possession of the equipment until the time You
return the equipment to us as described below.

2. Loss of or Damage to Equipment. You are responsible for loss, damage or destruction of the Equipment, including but not limited
to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises,
except that you are not responsible for damage to or loss of the Equipment caused by lessor's sole negligence or willful misconduct.
You are also responsible for loss of use and you shall fully compensate us for the loss of use of the Equipment during the time it is
being repaired or replaced, as applicable.

3. Protection of Others. Lessee will take reasonable precautions in regard to the use of the Equipment to protect all persons and
property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment.

4. Equipment in Working Order. We have tested the Equipment in accordance with reasonable industry standards and found it to be
in working order immediately prior to the inception of this Agreement and Associated Schedules, it is fit for its intended purpose.
Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as
required by law.

5. Property Insurance. You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property
insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy)
including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious
disappearance (iv) theft from unattended vehicles (v) loss of use of the Equipment, from the time the Equipment is picked up by you
or a shipper at our place of business or placed upon a common carrier for forwarding to you, as applicable, until the 1

LESSEE INITIAL _____

Equipment is returned to and accepted by us. Policies with locked vehicle warranties or unattended vehicle exclusions are not acceptable. The Property Insurance shall be on a worldwide basis shall name us as an additional insured and as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value without allowance for depreciation but shall, in no event, be less than \$250,000.00. The Property Insurance shall be primary coverage over Lessor's insurance.

6. Vehicle Insurance. You shall, at your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000.00 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insured's the limits of which must be exhausted before any obligation arises under Lessor's insurance.

7. Workers Compensation Insurance. Lessee shall maintain workers compensation insurance in such an amount as required by law for bodily injury of its employees, and will indemnify Lessor for any such injury.

8. Liability Insurance. You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000.00 (including the coverage specified above) and not less than \$1,000,000.00 per occurrence

9. Insurance Generally. All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay the deductible amount or self-insured retention or the applicable portion thereof to us. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement. It is important to understand that furnishing a certificate of insurance may not fulfill all of Lessee's obligations under the Rental Agreement. If your limit of insurance is inadequate or exclusions are non-inclusive, you will be responsible for the difference between the amount of insurance and the actual loss.

10. Cancellation of Insurance. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

11. Subrogation. You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment.

12. Valuation of Loss/Our Liability is Limited. You shall be responsible to us for the replacement cost value without deduction for depreciation or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. Lessor's determination whether the damaged equipment shall be replaced or repaired shall be conclusive. If there is a reason to believe a theft has occurred, you shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement or Associated Schedules. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which we are responsible, our liability will be limited to the contract price and WE WILL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

13. Certificates of Insurance. Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier and sent to Lessor directly by the authorized agent or representative of the insurance carrier. Please list as follows: PRIME LIGHT, INC. must be listed as "Loss Payee" and "Additionally Insured" without exception.

14. Drivers. Any and all drivers who drive the Vehicles you are renting/leasing from us shall be determined by you to be duly

licensed, trained and qualified to drive vehicles of this type. Although we may, from time to time, recommend drivers, we do not supply drivers. You must supply and employ any driver who drives our Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be your employee for all purposes and shall be covered as an additional insured on all of your applicable insurance policies.

15. **Accident Reports.** If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

16. **Compliance with Law and Regulations.** You 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. Without limiting the generality of the foregoing and by way of example, you shall at all times (i) display all necessary and proper placards (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorney's fees. When applicable you shall provide US DOT placards and registration numbers on all motor vehicles in your use.

17. **Bailment.** This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You 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. We will at all times be the sole owner of the Equipment.

18. **Condition of Equipment.** You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement. You will, at your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us. Lessee agrees not to attempt to make any repairs or modifications of any nature, kind or description.

19. **No Responsibility For The Property Of Others.** Lessor is not a warehouseman or Bailee for hire and will bear no legal responsibility for any personal property, intellectual property or equipment of Lessee or any other property which is brought onto or left at Lessor's premises or vehicle. Lessee alone shall bear full responsibility for any and all costs, risk of loss, injury or damage associated with the storage, transportation or use of such property, or its return to its rightful owner. Lessee hereby indemnifies and holds harmless Lessor and its employees or agents with regard to any such claim. Lessor is not responsible for the performance or non-performance of personal Equipment that Lessee allows to be used in conjunction with Lessors Equipment and provides no liability coverage for such personal Equipment.

20. **Identity.** We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following: PRIME LIGHT, INC. You will not remove, obscure, or deface the logo or permit any other person to do so.

21. **Expenses.** You will be responsible for all expenses, including but not limited to fuel, lubricants, tire damage, batteries, glass, towing, lock outs, jump starts, tire service, fuel deliveries, fees, fines, costs, assessments and all other charges in connection with the operation of the Equipment or Vehicles. Vehicles and Trailers are designated for on road use only.

22. **Default.** - If you fail to pay any portion or installment of the total fees payable hereunder you otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, we shall have the right, at our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to our later assertion of its right to cease such performance at any time so long as such Default has not been cured.

23. **Pick Up and Return.** Equipment is typically available for pick up between 3:00pm and 4:30pm CST on Lessors normal business days. All equipment must be returned to the Lessors premises before 10:00am CST the day following your rental. Failure to meet this

deadline will result in additional rental charges until equipment has been returned and received. The full daily rental rate will be charged for each day equipment is not returned after the date specified for the return of the equipment. Upon the expiration date of this Agreement and Associated Schedules with respect to any or all equipment, you will return the property to us, together with all accessories, burned out lamps included, free from all damage and in the same condition and appearance as when received by you. Equipment and Vehicles are considered returned and in Lessor's possession only once they cross the threshold of our truck bays during normal business hours and only after it has been inspected by Lessor and returned to Lessors inventory ready to rent. Vehicles and equipment left on our premises are not to be construed to have been returned until all of the above conditions have been met.

24. **Additional Equipment.** Additional Equipment may from time to time be added to the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the rental rate and stipulated loss value of the Additional Equipment.

25. **Loading and Unloading.** When equipment is being picked up in a non-Lessor supplied vehicle, Lessee is solely responsible for loading, unloading and securing equipment within said vehicle.

26. **Prices and Specifications.** Prices and specifications in Lessors catalog are subject to change without notice. When rental equipment is not available from Lessor, Lessee agrees to accept comparable equipment obtained by Lessor from other sources. Rental charges for such equipment may be at rates other than published by Lessor and may be charged at full daily rate without discount.

27. **Agreement Term.** This Agreement shall run for this rental and for all subsequent rentals for one (1) year from the date written below and will automatically renew for successive one year terms or until Lessors terms and conditions are modified or terminated by Lessor.

28. **Personal Guarantee.** If the Lessee is a corporation or partnership, then the person signing this agreement, whether signed as an officer or partner or not, personally guarantees payment under this agreement. The undersigned unconditionally guarantees to the Lessor the full and prompt payment of any and all indebtedness, which may at any time be owing to Lessor by corporation or partnership, and the undersigned agrees to pay all indebtedness. The obligations and liabilities of Lessee and the undersigned guarantor shall be joint and several.

29. **Collection and Applicable Law.** Lessee has ten (10) business days to question or dispute any items or charges on Lessor's invoice. Failure to do so shall waive any right to dispute such charges, and they shall be deemed accepted and approved by Lessee. All sums owed by Lessee under this agreement are payable upon receipt of invoice and not later than net 10 days. Payments due for 30 days or more shall be considered past due and shall bear the interest rate of two (2%) per month or any portion thereof or the maximum permitted by law, whichever is greater. Invoices past due shall have any applied discounts removed and full rental rates reinstated. This Agreement shall be governed by the State of Kansas and Lessee agrees to accede to and not contest the jurisdiction of the courts of the State of Kansas in any proceedings brought by Lessor against Lessee and Lessee further agrees that any proceedings which it may institute arising from or resulting from this Lease shall be brought in Johnson County in the State of Kansas. Lessee agrees to pay Lessor's collection costs and attorney's fees in having to enforce the Terms and Conditions of this Agreement. Lessee grants Lessor unconditional permission to charge Lessee's credit card account or security deposit for equipment lost, stolen, damaged or for fees as agreed to in this agreement. Lessee agrees to a 4% convenience fee addition to each transaction if a credit card is used for any payment to Lessor.

30. **Sales Tax Rentals** are subject to sales tax. Tax exempt customers must have a current State of Kansas Sales Tax Exemption certificate on file prior to the commencement of a rental.

31. **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.

32. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Johnson County in the State of Kansas. The arbitration will be conducted by a single arbitrator under jurisdiction of and then current rules of the American Arbitration Association. 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.

33. **Entire Agreement.** This Agreement contains the entire understanding between the parties. No oral modification, even by an

employee of Lessor, can modify this Lease. This Agreement and any associated 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 associated schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

34. Screen and Other Credits Lessee shall give Lessor screen and other credits as specified by Lessor. Lessor shall have the absolute right to publicize the use of its equipment and facilities in the productions.

35. Facsimile/Scanned Signature. This Agreement may be executed in one or more counterparts, which may be delivered by facsimile or by email of a PDF copy, each of which shall be deemed to be original and fully binding all of which constitutes one and the same agreement.

36. Warranty of Authority. By execution hereof, you agree that you are an authorized agent or employee of the Lessee identified in this Agreement with full authority to enter into and bind Lessee to this Agreement.

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING THE CONTRACT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND VEHICLES AS LISTED ON YOUR RENTAL CONTRACT AND WILL BE BOUND BY THE POLICIES, TERMS AND CONDITIONS HEREIN.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

X _____
(LESSEE) PLEASE PRINT YOUR NAME

X _____ TITLE: _____ DATE: _____
LESSEE'S SIGNATURE

X _____
(LESSOR) PLEASE PRINT YOUR NAME (PRIME LIGHT, INC.)

X _____ DATE: _____
LESSOR'S SIGNATURE (PRIME]