

**SET DRESSING PROPERTY RENTAL AGREEMENT**

**THIS PROPERTY RENTAL AGREEMENT (this "Agreement") dated this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN:**

Bluff St Props LLC of 556 Tift St. SW, Atlanta, GA 30310

(the "Lessor")

OF THE FIRST PART

- AND -

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(the "Lessee")

OF THE SECOND PART

(the Lessor and Lessee are collectively the "Parties")

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Property to the Lessee, and the Lessee leases the Property from the Lessor on the following terms:

**1. Definitions**

The following definitions are used but not otherwise defined in this Agreement:

- a) "Casualty Value" means the market value of the Property at the end of the Term or when in relation to a Total Loss, the market value the Property would have had at

the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Property.

- b) "Property" means furniture, decorative items, art, lighting, electronics, etc which has an approximate value of \$200,000.00 or equivalent to invoiced totals (whichever is less.)
- c) "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Property.

2. **Lease**

The Lessor agrees to lease the Property to the Lessee, and the Lessee agrees to lease the Property from the Lessor in accordance with the terms set out in this Agreement.

3. **Term**

The Agreement commences on \_\_\_\_\_ and will continue until \_\_\_\_\_ (the "Term").

4. **Rent**

The rent for the Property, exclusive of sales tax, will be \$ \_\_\_\_\_ (the "Rent") and the Rent will be paid in Net-30 terms.

5. **Delivery of Property**

The Lessee will, at the Lessee's own expense and risk, pick up and transport the Property from 556 Tift St. SW, Atlanta, GA 30310.

6. **Use of Property**

The Lessee will use the Property in a good and careful manner and will comply with all of the Lessor's requirements and recommendations respecting the Property and with any applicable law, whether local, state or federal respecting the use of the Property, including, but not limited to, environmental and copyright law.

The Lessee will use the Property for the purpose for which it was designed and not for any other purpose.

Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Property unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Property.

7. **Repair and Maintenance of Property**

The Lessee will, at the Lessee's own expense, keep the Property in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Property in such a state.

If the Property is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Property in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said repairs within a reasonable time of taking possession of the Property and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs.

The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Property. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

8. **Warranties**

The Property will be in good working order and good condition upon delivery.

The Property is of merchantable quality and is fit for the following purpose: Film Production Set Dressing.

9. **Loss and Damage**

To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Property arising out of Lessee's use of the Property while the Property is in Lessee's care, custody and control.

If the Property is lost or damaged (reasonable wear and tear excepted), the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Property is repairable, put or cause the Property to be put in a state of good repair, appearance and condition (reasonable wear and tear excepted). In the event of Total Loss of the Property, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the actual and verifiable Casualty Value of the Property, at which point ownership of the Property passes to the Lessee.

10. **Ownership, Right to Lease and Quiet Enjoyment**

The Property is the property of the Lessor and will remain the property of the Lessor.

The Lessee will not encumber the Property or allow the Property to be encumbered or pledge the Property as security in any manner.

The Lessor warrants that the Lessor has the right to lease the Property according to the

terms in this Agreement.

The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Property or the Lessee's unrestricted use of the Property for the purpose for which the Property was designed.

11. **Surrender**

At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Property at the Lessee's cost, expense and risk to the Lessor by delivering the Property to 556 Tift St. SW, Atlanta, GA 30310. If the Lessee fails to return the Property to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the weekly rental cost per item per week or month.

12. **Insurance**

The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Property, take out, maintain and pay for insurance against loss of and damage to the Property for the full replacement value of the Property and will name the Lessor as the loss payee.

The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Property, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Property. The insurance policy will have limits of at least \$1,000,000.00.

The insurance will be in the joint name of the Lessor and the Lessee so that both the Lessor and the Lessee will be protected from liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or canceled unless Lessee provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.

Upon written demand by the Lessor, the Lessee will provide the Lessor with a certificate evidencing such insurance.

If the Lessee fails to maintain and pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, but if the Lessor does obtain such insurance, the Lessee will pay to the Lessor the actual and verifiable cost of such insurance upon notification from the Lessor of the amount.

### **13. Taxes**

The Lessee will pay all taxes, fees and actual and verifiable charges associated with the Property, with the use of the Property, and with revenues and profits arising out of the use of the Property, including, but not limited to, sales taxes, property taxes, and license and registration fees. The Lessee will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The Lessee will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Lessee.

Notwithstanding any other provision of this Agreement, the Lessee will not be required to pay any tax, fee or charge if the Lessee is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the absence of a prescribed form, in a reasonable manner. However, the Lessee will indemnify and reimburse the Lessor for actual and verifiable damages and expenses incurred by the Lessor arising from or related to the Lessee's failure to pay any tax, fee or charge.

### **14. Indemnity**

Except if caused by Lessor's gross negligence, willful misconduct or breach hereof, the Lessee will indemnify and hold harmless the Lessor against any and all third party claims, actions, suits, proceedings, actual and verifiable costs, actual and verifiable expenses, damages and liabilities, including reasonable outside attorney's fees and actual and verifiable costs, arising out of or related to the Lessee's use of the Property.

### **15. Default**

The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- a) The Lessee fails to pay any amount provided for in this Agreement within 15 days after payment is due or otherwise materially breaches the Lessee's obligations under this Agreement.
- b) The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
- c) A writ of attachment or execution is levied on the Property and is not released or satisfied within 10 days.

**16. Remedies**

On the occurrence of an Event of Default, upon written notice to Lessee and a reasonable time to cure, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- a) Declare the entire amount of the Rent for the Term promptly due and payable.
- b) Apply the Deposit toward any amount owing to the Lessor.
- c) Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- d) Take possession of the Property, wherever the same may be located, without any court order or other process of law. Unless caused by Lessor's gross negligence, willful misconduct or breach hereof, Lessee waives any and all damage occasioned by such taking of possession. Terminate this Agreement promptly upon written notice to the Lessee.
- e) Pursue any other remedy available in law

**17. Renewal**

The Lessee may renew this Agreement for an additional Term if the Lessee has given the Lessor 14 days written notice of the Lessee's intention to renew and if the Lessee is not in default of any of the terms under this Agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.

**18. Additional Documents**

**19. Additional Clauses**

**20. Entire Agreement**

This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

**21. Address for Notice**

Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Bluff St Props LLC, 556 Tift St. SW, Atlanta, GA 30310

Lessee: \_\_\_\_\_

\_\_\_\_\_

## **22. Payment**

All dollar amounts in this agreement refer to U.S. dollars, and all payments required to be paid under this Agreement will be paid in U.S. dollars unless the Parties agree otherwise.

## **23. Interpretation**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **24. Governing Law**

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

## **25. Severability**

If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Georgia (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

If there is a conflict between any provision of this Agreement and any form of Agreement prescribed by the Act, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**26. General Terms**

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

Time is of the essence in this Agreement.

This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

Neither Party will be liable in damages for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

**27. Notice to Lessee**

**NOTICE TO THE LESSEE:** This is a lease. You are not buying the Property. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

**IN WITNESS WHEREOF**, this Agreement is executed as of the day first written above.

**ACCEPTED AND AGREED:**

**Bluff St Props (Lessor)**

\_\_\_\_\_ **(Lessee)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_