

## LOCATION RENTAL AGREEMENT TERMS & CONDITIONS

This Location Agreement ("Agreement") is made between Pirate Grip & Electric LLC, its, parent, subsidiary, and related companies and their owners, officers, and employees ("Lessor" "Us" "Our" or "We"), and \_\_\_\_\_ ("Lessee" "You" or "Your").

Lessor hereby grants to Lessee and to its employees, agents, contractors, suppliers, and guests, permission to enter upon and use that property commonly identified as 1524 N. 18th Ave., Phoenix AZ 85007 ("Premises") for the purpose of \_\_\_\_\_ ("Event") from \_\_\_\_\_ to \_\_\_\_\_ ("Term").

The Premises, along with any equipment, props, and/or sets provided by Lessor will collectively be referred to herein as Property ("Property")

1. Indemnity. Lessee agrees to defend, indemnify, and hold Lessor 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 Property rented/leased, including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful act, from the time You enter the Premises until the time You vacate the Premises.
2. Loss of or Damage to Property. You are responsible for loss, damage or destruction of the Property, except that You are not responsible for damage to or loss of the Property caused by Our 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 Property during the time it is being repaired or replaced, as applicable.
3. Protection of Others. You will take reasonable precautions in regard to the use of the Property to protect all persons and property from injury or damage.
4. Property in Working Order. Other than what is set forth herein, You acknowledge that the Property is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement. You are responsible for inspecting the Property to make sure it is safe, secure, and suitable for Your needs.
5. Premises Insurance/Third Party Property Damage. You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils insurance ("Premises' Insurance") covering the Premises from all sources (General Liability with no exclusion for property/premises in Your care, custody or control or Third Party Property Damage included in a production package policy) including coverage for, without limitation, loss of use of the Premises. The Premises Insurance shall name Us as the loss payee with respect to the Premises and shall cover all risks of loss of, or damage or destruction to, the Premises'. The Premises Insurance coverage shall be sufficient to cover the premises at its replacement value but shall, in no event, be less than \$1,000,000. The Premises Insurance shall be primary and non-contributory coverage over Our insurance.
6. Equipment, Props and Sets Insurance. If this agreement includes the use of Equipment, Props and/or Sets, 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, Props and/or Sets from all sources (Equipment Floater or Production Package Policy). Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment, Props and/or Sets and shall cover all risks of loss of, or damage or destruction to, the Equipment, Props and Sets. The Property Insurance coverage shall be sufficient to cover the Equipment, Props and/or Sets at their replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary and non-contributory coverage over Our insurance
7. Workers Compensation Insurance. You shall, at Your own expense, maintain worker's compensation/employer's liability insurance during the course of the Agreement with minimum limits of \$1,000,000 and cause all agents, contractors, vendors and suppliers that enter the Premises to maintain workers compensation/employer's liability coverage with minimum limits of \$1,000,000.
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 and non-contributory 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 (including the coverage specified above) and not less than \$1,000,000 per occurrence.
9. Liquor Liability. You or Your vendor shall, at Your own expense, maintain liquor liability insurance, including coverage for all alcoholic beverage services at the Premises. The liquor liability insurance shall name Us as an additional insured and provide that said insurance is primary and non-contributory coverage. Such insurance shall remain in effect during the course of this Agreement and shall provide liquor liability insurance aggregate limits of not less than \$1,000,000 and not less than \$1,000,000 per occurrence.
10. Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Liability Insurance"), including coverage for loading and unloading, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. We shall be named as an additional insured with respect to the liability coverage. The Vehicle Liability Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Liability Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and shall provide that said insurance is primary and non-contributory coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance.
11. 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 or the insurance carrier, as applicable. 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. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. 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 Property rented/leased

shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.

12. Cancellation of Insurance. You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions. If your insurance is cancelled or sustains a material change that reduces coverage below Our requirements you must immediately vacate the Premises.

13. Certificates of Insurance. Before obtaining possession of the Property You shall provide to Us Certificates of Insurance confirming the coverages specified above.

14. Compliance With Law and Regulations. You agree to comply with the laws of the state in which the Property is located as well as all federal and local laws, regulations, and ordinances pertaining to the use of such Property. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; obtain all necessary permits, including event and liquor/alcohol 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 Property without limitation, including reasonable costs and attorneys fees.

15. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Property (if the Property can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft or vandalism has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Property. 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.

16. Subrogation. You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Property.

17. Bailment. This agreement constitutes an Agreement or bailment of the Property 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 Property, except the right to possession and Use as provided for in this Agreement. We will at all times be the sole owner of the Property.

18. Condition of Property. You assume all obligation and liability with respect to the occupancy of Property, and for its Use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Property in good condition. The rent on any of the Property will not be prorated or abated while the Property 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 Property, except as otherwise specially agreed. All installations, replacements, and substitutions of parts or accessories with respect to any of the Property will become part of the Property and will be owned by Us.

19. Accident Reports. If any of the Property 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 applicable insurers. You, Your employees, attendees 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.

20. 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.

21. Return. Upon the expiration date of this Agreement with respect to any or all Property, You will return the property to Us, free from all damage and in the same condition and appearance as when received by You.

22. 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.

23. 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.

24. Arbitration. Any controversy or claim arising out of or related to this Agreement or breach 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 attorneys fees and costs in addition to any other relief granted.

25. 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.

26. Rights in Recordings. All rights of every kind in and to all photographs, film and recordings made by Lessee shall be and remain vested in Lessee, its licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film and recordings ("Recordings") in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by Lessee.

27. Waiver of Injunctive Relief. Lessor's sole and exclusive remedy in connection with Lessee's breach, termination or cancellation of this agreement or any term hereof, shall be an action for damages. In no event shall Lessor be entitled to enjoin, restrain or otherwise impair in any manner Lessee's production, distribution, exhibition, exploitation, advertising, publicity or promotion of the Recordings.

28. Facsimile/Scanned Signature. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

**ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
(LESSEE) PLEASE PRINT YOUR NAME

X \_\_\_\_\_  
LESSEE SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
(LESSOR) PIRATE GRIP & ELECTRIC, LLC

X \_\_\_\_\_  
LESSOR SIGNATURE

DATE: \_\_\_\_\_