

PRO-CAM RENTALS, INC. EQUIPMENT RENTAL/LEASE AGREEMENT

This Rental/Lease Agreement ("~~Lease~~" or "~~Rental/Lease Agreement~~") is made and entered into as of March 11, 2013 by and between Pro-Cam Rentals, Inc. ("Lessor"), having its place of business at 9660 Lurline Avenue, Chatsworth, CA 91311 ("Lessor's place of business") and Remote Broadcasting, Inc. ("Lessee") having its place of business at 10202 W. Washington Blvd, ~~Leau Bldg., Suite 200, Culver City, CA 90232~~ ("Lessee's place of business"), for the production entitled "Save Me" ("~~Picture~~").

1) The term of the lease granted hereunder shall commence as of March 12, 2013 and end as of March 15, 2013 unless extended by Lessor's prior written approval. In any event, ~~Lessor's and~~ Lessee's representations, warranties and obligations under this Rental/Lease Agreement shall survive through the end of the Term.

2) "~~Lessee~~" agrees to indemnify and hold ~~Pro-Cam Rentals, Inc.~~ hereafter referred to as "~~Lessor~~", harmless from any and all actual, verifiable claims, actions, suits, proceedings, ~~reasonable costs, reasonable expenses, damages and liabilities, including~~ reasonable outside attorney fees arising out of, connected with, or resulting from the rental/lease of the Equipment including motor vehicle, or the employment of any personnel provided by Lessor hereunder ~~provided, except to the extent caused by the negligence or willful misconduct of Lessor or any of its employees or representatives or hidden or latent defects. Lessor will not be held liable for any consequential damages resulting from non-operation or mechanical malfunction of any leased Equipment.~~

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3) Lessee shall secure and maintain (a) All Risk Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor hereunder, and (b) Commercial General Liability for personal injury, bodily injury and property damage, ~~and (c) Automobile Liability insurance. The Automobile Commercial General Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and the All Risk Damage policy shall include coverage for Physical Damage. separate policies may apply.~~ Lessee shall provide a Certificate of Insurance signed by an authorized agent of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of the agreement. Lessee shall have insurance company providing coverage required hereunder add the interest of Lessor as Additional Insured and Loss Payee as Lessor's interest may appear in reference to any and all Equipment provided by Lessor under the terms and conditions of this Agreement. Should any of the above policies be cancelled before the expiration date thereof, notice of cancellation will be delivered in accordance with policy provisions. Each such certificate issued to Lessor shall stipulate that the coverages indicated on the insurance certificate shall be primary coverage and not be contributing with any other insurance maintained by Lessor except for claims caused by Lessor's negligence or misconduct. It is agreed that Lessee's insurance coverage shall commence at the time of any of the Lessor's equipment is to be ~~delivered~~ returned to a specific location other than Lessor's premises.

4) Lessee agrees to provide adequate evidence that Lessee has met the insurance requirements as indicated herein by filing with Lessor a fully executed Certificate of insurance at or prior to the delivery of any Equipment or vehicles rented or leased by Lessee hereunder.

5) Lessee agrees that the terms of payment are based upon credit information at the time of rental. Should there be any change in such information, Lessee agrees that Lessor is privileged to revise the terms of payment with ~~no~~ further notice. Rent is payable ~~upon within thirty (30) days of receipt of invoice.~~ All invoices not paid within 30 days from invoice date bear late charges at the rate of 1 1/2% per month (18% annually). If Lessor places the account in the hands of an attorney for collection, Lessee agrees to pay reasonable outside attorney fees and court costs with may accrue.

6) ~~The Equipment rented/leased hereunder~~ shall be delivered by Lessee's trucks and technicians referred by Lessor. Lessee shall employ and compensate said technicians directly on its payroll service company's payroll and its payroll service company shall maintain Workers' Compensation insurance coverage for such technicians. Such technicians shall be deemed to be Lessee's employees and agents from the time that they leave Lessor's place of business or designated location and Lessee agrees that Lessor has no responsibility or liability whatsoever for any Lessee's agents' or technicians' acts or omissions. Lessee agrees to indemnify, hold harmless, and if requested by Lessor, to defend Lessor, its officers, directors, shareholders, employees, agents and representatives in accordance with paragraph 2 above in connection with delivery by ~~Lessee's trucks and/or technicians~~ referred by Lessor.

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Pro-Cam Rentals, Inc.

7) Lessee agrees to indemnify, defend and hold harmless Lessor from and against any and all actual, verifiable claims, actions, suits, proceedings, reasonable costs, reasonable expenses, damages and liability including reasonable outside attorney fees arising out of, connected with, or resulting from the manufacture, alteration, or modification by Lessee, his employee or agents, of any equipment or vehicle supplied to Lessee by Lessor pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of Lessor or any of its employees or hidden or latent defects.

8) Equipment coverage shall be provided on replacement cost basis and vehicle coverage shall be on an actual cash basis. Lessor with respect to vehicles, if coverage is provided on actual cash value basis and in the event of loss and/or damage, Lessee shall pay the difference between actual cash value and replacement cost. It is further understood and agreed that Lessee shall be obligated for loss of rental income until the earlier of the time equipment is fully and promptly repaired and returned to Lessor's inventory or full replacement cost or actual cash value, solely as respects vehicles, payment or settlement of loss is received by Lessor.

9) Lessee's execution of this Agreement lease creates an obligation for Lessee to pay Lessor the full rent required hereunder for the entire term regardless of whether Lessee seeks to cancel or terminate this lease prior to the end the term and/or whether Lessee is unable to use the equipment leased hereunder for all or part of the term (except if such inability to use the equipment is due to the negligence or willful misconduct of Lessor or any of its employees or hidden or latent defects). In the event that the Lessee notifies Lessor in writing of its desire to cancel or earlier terminate this lease, Lessor shall use reasonable efforts to promptly lease the equipment to a third party. If Lessor is able to lease the equipment to a third party, then Lessor will release Lessee from its obligations to pay the rent for the days remaining under the lease during which a third party is leasing the Equipment.

10) If any of the equipment rented under this Rental Lease Agreement should become inoperable or fail to function in the manner for which it was designed ("Malfunctioning Equipment"), Lessee shall promptly notify Lessor and Lessor shall immediately repair same or allow Lessee to repair the Malfunctioning Equipment at Lessor's expense, or, if Lessee requires, Lessor agrees to same-day replacement of said Malfunctioning Equipment with operable replacement Equipment ("Replacement Equipment") of at least equal quality and capability, at no additional charge. If Lessor is unable to provide Replacement Equipment or repair the Malfunctioning Equipment, then Lessee shall have the option to: (a) accept Replacement Equipment of lesser quality at a reduced rate for the remainder of the rental period; (b) terminate the rental of the Malfunctioning Equipment, while continuing the rental of other functioning equipment, and receive a reduced rental rate reflecting the loss of the Malfunctioning Equipment; or (c) terminate the Rental Lease Agreement in its entirety and return all equipment rented hereunder. If the Rental Lease Agreement is terminated, then all rental charges shall cease on the date of Lessor's receipt of the Malfunctioning Equipment and/or any other rental equipment pursuant to the Rental Lease Agreement at Lessor's facilities, and Lessor shall refund the pro-rated portion of the rental fee already paid to which Lessee is entitled. If any rental charges are due as of the date of termination, Lessee shall pay same within thirty (30) days from the date upon which the Rental Lease Agreement was terminated. Lessee shall have the right, but not the obligation, to use the equipment in the course of developing and producing the Picture.

11) The rights and remedies of Lessor in the event of any breach by Lessee of this lease shall be limited to Lessor's right to recover damages, if any, in an action at law. In no event shall Lessor be entitled to terminate or rescind this lease or any right granted to Lessee hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, or exploitation of the Picture, or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith.

12) Lessee, its successors, assigns and licensees shall own all rights of every kind, in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed with the equipment, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, including the irrevocable right to use any such recordings, motion pictures or other photographs in the advertising, publicity and promotion of the Picture, and Lessee's productions, without further payment or permission of any kind. Lessor acknowledges and agrees that it takes no rights of any kind to the Picture, and neither Lessor nor any other person or entity having an interest in the equipment now or in the future shall have any right of action against Lessee or any other party arising out of any use or exploitation of said photographs and/or sound recordings.

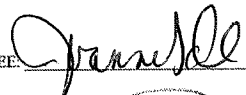
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Lessee's Initials 

Pro-Cam Rentals, Inc. 


13. Any controversy or claim arising out of or relating to this Rental Lease Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration to be held in Los Angeles County, California, before a single arbitrator in accordance with California Code of Civil Procedure 25.1260 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by picking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Rental Lease Agreement.

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LESSEE:  DATE: 3-12-2013

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Lessee's Initial 

Pro-Cam Rentals, Inc. 

Pro-Cam Technician Agreement 2013

All Technicians and Assistants are employees and or contractors of the Production Company. It is understood that the following rates shall apply and the terms of employment shall be subject to the applicable collective bargaining agreement (if any). Please read.

Remote Head / Technocrane Technician Rates and Conditions

Lead Technician: \$60.00 per hour with a 10 hour guarantee = \$660 for 10 hours.

Assistant Technician: 40.00 per hour with a 10 hour guarantee = \$440 for 10 hours

Hours 1-8 at 1X. Hours 9-12 elapsed at 1.5X. All hours worked after 12 elapsed at 2X.

6th day worked at 1.5X for hours 1-12. 2X for all additional hours.

7th day worked at \$120/hour for all hours.

The above pay hour calculations will apply while working local and distant locations.

Travel Days Full 10 hour day guarantee

Idle Days (company work days) : Full 10 hour day guarantee

Idle Days (6th and 7th day) : Per local 600 agreement

Prep/wrap Days Full 10 hour day guarantee

Driving Days Full 10-hour day guarantee

When on a distant location, per diem is paid in cash to the technician on location at the greater of \$65.00 per day, or at a rate equal to that of the operator.

All other Local 600 basic feature contract conditions apply. Rates and conditions are non-negotiable. Technicians are not authorized to negotiate rate changes without the written consent of Pro-Cam Rentals Inc.

LOCAL DELIVERIES

While working at local locations and delivering equipment, technician and/or assistant shall be paid for the actual time worked from portal to portal. A \$150.00 delivery charge (\$75 each way) will apply. Alternately, the customer may request that delivery be made by another qualified agent or employee of the customer. (Additional charges may apply if pickup or return are requested during non-business hours).

Lessee's Initial



Pro-Cam Rentals, Inc.



NON-LOCAL DELIVERY

When working at drive-to locations outside of the studio zone, and delivering equipment, technician and/or assistant shall be paid for the actual time worked from portal to portal. Time will be paid as drive days or as additional hours on shoot days. Fuel expenses will be reimbursed, and a mileage fee of \$1.50 per mile will be paid to the technician.

Please be advised that Federal Regulations prohibit drivers to drive more than 10 hours alone or 15 hours in tandem.

If the technician and/or assistant is not delivering the equipment, in and out times are at the perimeter of the zone.

TRAVEL

On distant locations, where production chooses to transport technicians and/or assistants, and transports equipment separately, technicians and/or assistants shall be paid for the actual time worked from portal to portal / hotel to hotel. Hotel and Per Diem will be provided by Production.

CLEANING FEES

Cleaning Fees will be assessed by Pro-Cam and/or the technicians assistants as needed, and will be accrued in actual time.

CANCELLATION FEES

Cancellation fees within 24 hours:

Equipment 100% charge

Technician = full rate

Cancellation within 48 hours:

Equipment 50% Charge

Technician 50% rate

Lessee's Initial



Pro-Cam Rentals, Inc.



PRO-CAM RENTALS, INC. EQUIPMENT RENTAL/LEASE AGREEMENT

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2) "Lessee", agrees to indemnify and hold Pro-Cam Rentals, Inc., hereafter referred to as "Lessor", harmless from any and all actual, verifiable claims, actions, suits, proceedings, reasonable costs, reasonable expenses, damages and liabilities, including reasonable outside attorney fees arising out of, connected with, or resulting from the rental/lease of the Equipment including motor vehicle, or the employment of any personnel provided by Lessor hereunder provided, except to the extent caused by the negligence or willful misconduct of Lessor or any of its employees or representatives or hidden or latent defects. Lessor will not be held liable for any consequential damages resulting from non-operation or mechanical malfunction of any leased Equipment.

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3) Lessee shall secure and maintain (a) All Risk Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor hereunder, and (b) Commercial General Liability for personal injury, bodily injury and property damage, and (c) Automobile Liability insurance. The AutomobileCommercial-General Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and the All Risk Damage policy shall include coverage for Physical Damage, separate policies can apply. Lessee shall provide a Certificate of Insurance signed by an authorized agent of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of the agreement. Lessee shall have insurance company providing coverage required hereunder add the interest of Lessor as Additional Insured and Loss Payee as Lessor's interest may appear in reference to any and all Equipment provided by Lessor under the terms and conditions of this Agreement. Should any of the above policies be cancelled before the expiration date thereof, notice of cancellation will be delivered in accordance with policy provisions. Each such certificate issued to Lessor shall stipulate that the coverages indicated on the insurance certificate shall be primary coverage and not be contributing with any other insurance maintained by Lessor except for claims caused by Lessor's negligence or misconduct. It is agreed that Lessee's insurance coverage shall commence at the time of any of the Lessor's equipment is to be delivered/returned to a specific location other than Lessor's premises.

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11) The rights and remedies of Lessor in the event of any breach by Lessee of this lease shall be limited to Lessor's right to recover damages, if any, in an action at law. In no event shall Lessor be entitled to terminate or rescind this lease or any right granted to Lessee hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, or exploitation of the Picture, or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith.

12) Lessee, its successors, assigns and licensees shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed with the equipment, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, including the irrevocable right to use any such recordings, motion pictures or other photographs in the advertising, publicity and promotion, of the Picture, and Lessee's productions, without further payment or permission of any kind. Lessor acknowledges and accepts that it takes no rights of any kind to the Picture, and neither Lessor nor any other person or entity, having an interest in the equipment now or in the future shall have any right of action against Lessee or any other party arising out of any use or exploitation of said photographs and/or sound recordings.

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Lessee's Initial _____

Pro-Cam Rentals, Inc. _____

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Technician 50% rate

Lessee's Initial _____

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