

Costumes Rental Agreement

The Renter identified on the signature page below (“**Renter**”) hereby engages Fox Studio Lot LLC (“**Fox**”) to provide costumes. This Costumes Rental Agreement, whether signed for or not, will apply to any rental agreement, quotation, purchase order, and any other arrangement between Renter and Fox for the rental of costumes or other materials, and the term “**Costumes**” as used herein shall mean each and every set of Costumes and materials rented by Renter from time to time. This Costumes Rental Agreement, together with any written confirmation related to the rental of Costumes (however sent) (including without limitation any purchase order, rental request and/or invoice) shall constitute the entire Agreement for each rental of Costumes and will be hereinafter collectively referred to as this “**Agreement**”. Every time Renter places a purchase order or a rental request or accepts or pays rent for Costumes, Renter will be deemed to accept and ratify the application of this Agreement.

1. **Rental Term and Return.** The parties expressly agree that with respect to all the Costumes, no sale or security interest is intended by the Agreement and that at all times the ownership of the Costumes remains with Fox. The rental term shall commence upon the removal of the Costumes from Fox’s facility for delivery to Renter and continue until such time as the Costumes are returned to Fox’s facility in the same condition and appearance as when such Costumes were received by Renter (“**Rental Term**”). No allowance will be made for the rental period when Costumes remained in Renter’s possession but was not in use. Notwithstanding anything to the contrary, Renter shall return the Costumes to Fox on the date as agreed by the parties, or, if no return date is set, on the date Fox requests the return.

2. **Assumption of Risk.** Renter shall bear the entire risk of loss or damage of the Costumes, however caused, during the Rental Term, including but not limited to all losses and damages while in transit, while at locations, while in storage (excluding storage at Fox’s premises) and while on Renter’s premises. Renter may inspect and test all Costumes rented at Fox’s facility prior to the commencement of the rental item.

3. **Use of Costumes.** At all times during the Rental Term, Renter shall, at its own expense, maintain the Costumes in a good state of condition and repair. Renter agrees that it will not alter the Costumes in any way, including, without limitation, removing the tag or nameplate on the Costumes showing ownership by Fox. Fox and its agents shall have the right at all reasonable times to enter the premises where the Costumes are kept for the purpose of viewing the state and condition of said Costumes. Renter shall have the right, but is under no obligation, to use the Costumes solely for the purposes for which they were supplied, namely, to photograph, film, tape, exhibit, reproduce or otherwise record or depict the Costumes (“**Recordings**”) and the distribution, exhibition, sale, lease, advertising, promotion, marketing or other exploitation thereof, in any and all media now known or hereafter devised, throughout the world, in perpetuity. Renter shall not use the Costumes for any other purposes. Subject to the terms of this Agreement, Renter shall exclusively own and control all right, title and interest in and to the Recordings. Renter represents and warrants that the Costumes will only be handled and cared by Renter’s employees or agents familiar with the Costumes’ handling and care. Renter will take reasonable precautions in regard to the use of the Costumes to protect all persons and property from injury or damage. Renter shall maintain the Costumes free and clear of all liens, claims, levies, and any other encumbrances, and Renter shall not allow any execution, attachment, or other legal process to be levied against the Costumes.

4. **Compliance with Laws, Regulations and Policies.** Renter shall comply with the laws of all states in which the Costumes are transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Costumes. Without limiting the generality of the foregoing and by way of example, Renter shall at all times keep all required logs and records. In the event Renter’s employees or agents enter Fox’s premises to pick up and/or return the Costumes, Renter shall comply with all of Fox’s requirements and procedures for access to such premises.

5. **Liability of Fox.** Renter understands that, except as provided below in this Section, Fox assumes no responsibility or liability of any nature whatsoever to any person, firm, corporation or any other type of entity for any claim, injury, damage or loss arising out of, relating to or resulting from: (a) the Costumes; (b) the use of such Costumes; (c) labor or services furnished pursuant to the Agreement; or (d) the performance or nonperformance of the Agreement; and Renter hereby waives any and all claims it may have against Fox with regard to any of the foregoing. However, in the event any Costume becomes inoperable or fails to perform as contemplated hereunder through no fault or negligence of Renter during the Rental Term, Renter shall (i) not attempt to make any repairs of any nature, kind or description; (ii) immediately notify Fox; and (iii) if necessary, return for repair or for exchange or replacement said Costume to Fox during Fox’s regular business hours. Fox will make a reasonable effort to repair or replace the Costume in the shortest amount of time. If the issues with the Costume are caused by any reason other than the normal use of the Costume by Renter, Renter shall pay to Fox all costs to repair or replace the Costume. No allowance will be made for the rental period when the Costume is being serviced or repaired for any reason for which Renter is responsible.

6 **WARRANTIES AND LIMITATION OF LIABILITY.**

- (a) IT IS EXPRESSLY AGREED THAT FOX'S SOLE OBLIGATION AND LIABILITY TO RENTER IN THE EVENT OF ANY COSTUMES DAMAGED PRIOR TO COMMENCEMENT OF RENTAL TERM SHALL BE TO REPAIR THE COSTUMES AND/OR PROVIDE RENTER WITH THE SAME OR SIMILAR COSTUMES IN ORDER THAT RENTER MAY ACCOMPLISH THE SAME OR SIMILAR WORK IN ACCORDANCE WITH SECTION 5.
- (b) ALL COSTUMES ARE RENTED "AS IS, WHERE IS". FOX HAS NOT MADE, AND SPECIFICALLY DISCLAIMS, (i) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE COSTUMES, REGARDING TITLE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM CLAIMS OF INFRINGEMENT OR THE LIKE, FITNESS FOR USE FOR A PARTICULAR PURPOSE, QUALITY OF MATERIALS, OR WORKMANSHIP, OR ABSENCE OF DISCOVERABLE OR NONDISCOVERABLE DEFECTS; AND (ii) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE COSTUMES (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE). RENTER HEREBY WAIVES, RELEASES, AND DISCLAIMS EXPECTATION OF OR RELIANCE ON ANY SUCH EXPRESS OR IMPLIED WARRANTY OR WARRANTIES.
- (c) FOX SHALL NOT BE LIABLE TO RENTER OR ANY OTHER PERSON, WHETHER ARISING OUT OF CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OF FOX OR OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING THOSE FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR ANTICIPATED PROFITS.

7. **Sublease.** Renter warrants that it will not sublease any of the Costumes without prior written consent from Fox.

8. **Insurance.** Renter shall maintain or cause to be maintained for the duration of the business relationship, insurance that meets or exceeds the types and limits noted in Exhibit A attached hereto (and incorporated herein by this reference).

9. **Indemnification.** Renter shall indemnify, defend and hold harmless Fox and its parents, subsidiaries and affiliates and its and their respective directors, officers, employees and agents from any and all liabilities, obligations, losses, costs, damages, claims, penalties and expenses (including without limitation reasonable outside attorney's fees) of any kind of nature arising out of or relating to Renter's breach of this Agreement or the rental, use, possession, operation, maintenance, condition or return of the Costumes, including without limitation, liability for injuries to person or property arising out of or relating to filmed sequences. Any amounts that become due under this Section shall be paid immediately following demand thereof by Fox. Renter's duty of indemnification under this Section shall survive the termination or expiration of the Agreement.

10. **Default.** If at any time Renter's financial condition so warrants or if Renter fails to make payment(s) when due or defaults in any way, Fox may either alter the terms of payment, suspend credit and delay shipment, or pursue any remedies available at law or hereunder. In addition, in the event of any such default, Fox shall have the option to retake possession of the Costumes if the default continues for more than five (5) days and, for such purpose, Fox, its agents, or employees may enter any premises where the Costumes may be and may remove the same with or without notice and with or without force without incurring any liability. Upon Fox's retaking possession of the Costumes under this Section, the Agreement will terminate, provided that Renter will be obligated to pay the rent for the entire period of the Agreement or until the Costumes are back at Fox's facility, whichever is longer, and without prejudice to any other rights, claims or remedies Fox may have against Renter.

11. **Remedies.** The rights and remedies of Fox in the event of any breach by Renter of this Agreement shall be limited to the Fox's right to recover actual damages, if any, in an action at law, and replevin and other rights, in equity, to the return of Equipment. Fox hereby waives the right to otherwise seek any other injunctive or equitable relief relating to the production, exhibition, advertisement or other exploitation of the Production (as defined below).

12. **Governing Law and Dispute Resolutions.** This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Any and all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before a single arbitrator. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "**Arbitration Rules**"). The arbitration shall be conducted in Los Angeles County in accordance with the Arbitration Rules. The arbitrators will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. The arbitrator shall have no power to issue any award that is contrary to or inconsistent with any applicable statute, case law or constitutional law, nor shall they have any power to modify, change or excuse performance of

any material term of this Agreement. Each party shall remain responsible for their own attorneys' fees.

13. **Force Majeure.** In the event that performance under the Agreement is delayed, hindered, or prevented from performing hereunder by reason of fire, strike, or other labor difficulties, riots, insurrection, war, unavoidable casualty, pandemic, epidemic, Act of God or the elements, force majeure, governmental regulation, shortage of necessary supplies or personnel, failure or delay of delivery by common carrier for any reason whatsoever, or any other cause beyond the control of either party, the parties' obligations shall be temporarily suspended during the period of such interruption and neither party shall be liable for any losses or damages caused by or as a consequence thereof, provided, however, that Renter's payment obligations will not be suspended or otherwise modified by any of these events or for any other reasons.

14. **Miscellaneous.** This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof and cannot be modified except in writing signed by both parties.

Production Company: _____ (**"Renter"**)

Production Name: _____ (**"Production"**)

By: _____

Printed Name: _____

Title: _____

Date: _____

Fox Studio Lot LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
INSURANCE REQUIREMENTS

Renter (“You”) shall maintain or cause to be maintained for the duration of the business relationship and one (1) year thereafter (except as outlined in sections D & E), insurance that meets or exceeds the types and limits noted below for claims, damages and demands including legal defense costs and fees which may arise from or in connection with the Costumes.

- A. **Commercial General Liability** insurance with coverage including, without limitation, bodily injury, property damage, personal injury, advertising injury, contractual liability, independent contractors, premises/operations and products/completed operations with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate;
- B. **Automobile Liability** insurance covering all owned, non-owned and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident;
- C. **Workers’ Compensation** insurance covering all personnel employed directly by you or by way of a contract from any payroll service utilized by you in compliance with appropriate federal and state laws, and Employers’ Liability Insurance with limits of not less than \$1,000,000 per person and \$1,000,000 per accident or disease in the relevant jurisdiction;
- D. **Umbrella Liability** policy with limits of at least \$4,000,000 combined single limit which will provide coverage excess to the required Commercial General Liability, Automobile Liability, and Employers Liability policies referenced above. *(If section C is provided by a payroll service, the payroll service shall provide coverage excess to the Employers’ Liability policy);*
- E. **Property** insurance covering all your property or our property whether owned, rented or leased and alterations in, on, or about the premises and/or as relates to Costumes. Such insurance shall be on a Special Causes of Loss Form, including terrorism, flood and earthquake and be full replacement cost coverage, with an agreed amount clause. The proceeds from any such insurance shall be used by you for the replacement of property and the restoration of alterations;

All the above required insurance shall:

- i. contain an endorsement (blanket acceptable) including Fox Corporation, Fox Studio Lot LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees as Additional Insureds (except for Workers’ Compensation);
- ii. contain an endorsement (blanket acceptable) with a Waiver of Subrogation in favor of Fox Corporation, Fox Studio Lot LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iii. contain an endorsement (blanket acceptable) stating coverage is primary, not contributory, and not in excess of any other valid or collectible insurance carried by Fox Corporation, Fox Studio Lot LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iv. not include an exclusion for “Cross Liability” or “Severability of Interests”;
- v. be placed with companies lawfully authorized to transact business in the jurisdiction the Products are located and a current Best’s rating not less than A- VII;
- vi. include coverage for liability and indemnity obligations assumed under this Agreement as an insured contract. The limits of said insurance required by this agreement or as carried by you shall not limit the liability of you nor relieve you of any obligation hereunder;
- vii. include that said Additional Insured have access to the limits required by this agreement, or the full limits of the policies, whichever is greater;
- viii. not be subject to material modifications except after thirty (30) days prior written notice to Fox Corporation nor be cancelable unless replaced by an insurance policy that meets or exceeds the requirements as specified above;
- ix. have all deductibles and/or SIRs be directly responsible by you;

Certificates of insurance and endorsements shall be submitted to Fox Corporation (via email Risk.Management@fox.com) prior to commencement of any rental. New certificates of insurance shall be provided upon policy renewals.

Certificate Holder:

Fox Corporation, Fox Studio Lot LLC, its parents and subsidiaries
Attn: Risk Management
P.O. Box 900
Beverly Hills, CA 90213