

EQUIPMENT CONSIGNMENT RENTAL AGREEMENT

This equipment consignment rental agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between _____ ("Consignor") and DEHAVEN CAMERA CORP ("Consignee"), in connection with the equipment (the "Equipment") as further specified in Exhibit "A" attached hereto. Consignor and Consignee may be individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment and Term.

1.1 Appointment. Consignor hereby appoints Consignee, and Consignee accepts the appointment, to promote the rental of the Equipment to end users solely in accordance with the terms and conditions of this Agreement. Consignor grants Consignee the right to rent the Equipment to end users, and Consignee agrees to add the Equipment into its regular rotation of rental inventory. Consignee will notify Consignor when Equipment is booked for rental. Consignee has the right to advertise the Equipment, and to include the Equipment as part of a "Package" alongside additional items owned by Consignee, which may add value to an end user.

1.2 Term; Automatic Renewal. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and continue for twelve (12) months. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve-month periods (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party gives the other written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

1.3 Termination During Term. Notwithstanding the foregoing, Consignor may terminate this Agreement at any time in accordance with Section 13, subject to any notice requirements set forth therein.

2. Fee and Payment.

2.1 Net Rental Revenue Defined. "Net Rental Revenue" means all rental or lease fees actually received by or credited to Consignee (including any subsidiary, affiliate, or related entity) in connection with the Equipment, less:

- (a) sales, use, property or other taxes;
- (b) payment-processing or merchant fees; and
- (c) discounts, promotional credits or insurance recoveries.

2.2 Revenue Split. Consignee shall pay Consignor fifty percent (50%) of Net Rental Revenue.

2.3 Quarterly Payments. Within thirty (30) days after the end of each calendar quarter during the Term, Consignee will deliver to Consignor either (a) a payment equal to fifty percent (50%) of Net Rental Revenue for that quarter, or (b) a statement showing Net Rental Revenue and, if applicable, an invoice from Consignor.

2.4 Annual Tax Forms. Consignor shall deliver a completed IRS Form W-9 to Consignee upon execution of this Agreement and as reasonably requested thereafter. By January 31 of each year, Consignee will furnish Consignor with IRS Form 1099-MISC reporting all amounts paid to Consignor in the prior calendar year.

3. Terms of Agreement Prevail Over Consignee's Rental Order. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of Consignee's general terms and conditions contained in any rental order or other document issued by Consignee to end users

4. Marketing and Renting Equipment. Consignee shall, in good faith and at its own expense:

- a. market, advertise, promote, and rent the Equipment to end users consistent with good business practice, in each case using its commercially reasonable efforts to maximize rental value and volume
- b. observe all reasonable directions and instructions given to it by Consignor in relation to the marketing, advertisement, and promotion of the Equipment;
- c. obtain each end user's full name, address, and contact information; and
- d. promptly notify Consignor of any damage, theft, complaint, or adverse claim in connection with the Equipment.

5. Reporting and Recordkeeping.

Consignee shall, at its own expense:

- a. on request by Consignor, submit to Consignor complete and accurate reports of rental and revenue history in connection with the Equipment; and
- b. maintain books, records and accounts of all transactions and activities covered by this Agreement and permit full examination thereof by Consignor and its representatives.

6. Ownership.

Consignor shall remain the sole owner of the Equipment and shall retain the right to reclaim possession of the Equipment at any time, either temporarily or permanently. Consignor shall retain access to the Equipment for productions and outside rentals. Only Consignor may authorize the consignment or sale of the Equipment. All title to the Equipment shall remain with Consignor.

7. Risk of Loss and Damage

7.1 Risk Assumption. Consignee assumes all risk of loss, theft, or damage to the Equipment from the time Consignee—or any end user designated by Consignee—takes possession until the Equipment is returned to and accepted by Consignor.

7.2 Normal Wear and Tear. Equipment returned in a condition consistent with ordinary wear and tear, as determined by industry standards, shall not be deemed damaged.

7.3 Repair or Replacement. If any Equipment is lost, stolen or damaged beyond normal wear and tear, Consignee shall, at its sole cost and expense, promptly either:

- a. Repair the Equipment to the condition existing immediately prior to loss or damage; or

b. Replace the Equipment with the same make, model and condition (or, if identical replacement is unavailable, with equipment of equivalent quality and fair market value). If replacement is chosen, and fair market value cannot be mutually agreed, the value shall be determined by an independent appraiser selected by the Parties.

7.5 Due Diligence. Prior to delivery of any Equipment, Consignee shall conduct reasonable vetting of end users—including identity verification, credit checks or proof of insurance—and shall promptly notify Consignor of any incident of loss, theft, damage or third-party claim.

7.6 Insurance & Indemnity. Nothing in this Section limits or replaces Consignee's obligations under Section 10 (Insurance) or Section 11 (Indemnity).

8. Scheduling, Termination and Return of Equipment

8.1 Advance Notice for Outside Use. Consignor may use the Equipment for outside rentals or personal projects, provided it gives Consignee at least twenty-four (24) hours' prior written notice.

8.2 Double-Booking Priority. In the event of any scheduling conflict between a Consignee-booked rental and a Consignor-booked outside use, the Consignee-booked rental shall take precedence; Consignor shall not require Consignee to cancel or modify any confirmed rental. If Consignor's outside use requires removal of Equipment already in Consignee's possession, Consignor shall bear any expedited shipping or handling costs.

8.3 Termination by Either Party. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other Party.

8.4 Immediate Termination for Cause. Notwithstanding Section 8.3, either Party may terminate this Agreement immediately upon written notice if the other Party:

- a. materially breaches any provision of this Agreement and fails to cure such breach within ten (10) days after written notice; or
- b. becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

8.5 Return of Equipment. Upon expiration or termination of this Agreement for any reason, Consignee shall, at its expense, promptly return all Equipment to Consignor in the same condition as received (normal wear and tear excepted). If any Equipment is in use by an end user at the time of termination, Consignee shall use commercially reasonable efforts to recall the Equipment and shall facilitate its return.

8.6 Survival.

Sections 7 (Risk of Loss and Damage), 10 (Insurance), 11 (Indemnity), 14 (Confidentiality), 16 (Remedies), and this Section 8.5 shall survive expiration or termination of this Agreement.

9. Itemized inventory. Consignee shall provide the Consignor an itemized list of all items provided at time of the consignment within 30 days. Barcodes with the DEHAVEN CAMERA logo will be added to said items for inventory tracking and shall only be removed upon approval.

10. Insurance. Consignee shall hold sufficient insurance coverage to cover replacement costs of any Equipment which may be damaged, lost or stolen while in Consignee's possession. On Consignor's request, Consignee shall provide Consignor with a certificate of insurance evidencing the insurance coverage specified in this Section.

11. Indemnity. Consignee shall indemnify and hold harmless Consignor from and against any loss or damage caused by acts of Consignee which result in any such liens or encumbrances being placed upon any Equipment, including all costs, fees, and expenses incurred by Consignor in commencing or participating in such proceedings as are necessary for Consignor to defend its ownership interest in the Equipment.

12. Indemnity. Consignee shall indemnify and hold harmless Consignor from and against any loss or damage caused by acts of Consignee which result in any such liens or encumbrances being placed upon any Equipment, including all costs, fees, and expenses incurred by Consignor in commencing or participating in such proceedings as are necessary for Consignor to defend its ownership interest in the Equipment.

13. No Joint Venture/Partnership. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Consignor and Consignee. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, expressed or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

14. Confidentiality. Except as may be required by applicable law, the Parties agree to keep the terms of this Agreement confidential.

15. Assignment. This Agreement and Consignee's rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred.

16. Remedies. Consignor's remedies for any breach of this Agreement by Consignee will include damages, injunctive relief, specific performance, and restitution. Consignee acknowledges that any breach of this Agreement by Consignee may cause irreparable injury to Consignor for which monetary damages would not be an adequate remedy and, therefore, Consignor will be entitled to injunctive relief (including specific performance). The rights and remedies provided to each Party by this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

17. Waiver. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision.

18. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, that provision will immediately become null and void, leaving the remainder of the Agreement in full force and effect.

19. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same Agreement. A signature sent by facsimile or electronic transmission shall be valid as an original signature

20. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

21. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Consignor Signature

Consignee Signature

Printed Name

Printed Name

Date

Payment method

☐ Venmo _____

☐ ZELLE _____

☐ PAYPAL _____

☐ CHECK

Payable _____

CONTACT

Mailing address _____

Phone Number _____

Email Address _____