



ECOSSET STORAGE RENTAL AGREEMENT

THIS STORAGE AGREEMENT ("Agreement") is made by and between EcoSet Consulting, LLC. ("EcoSet") and _____ ("Client"), for the rental period of _____.

WHEREAS, EcoSet provides rental space in Los Angeles for the temporary storage of set walls, equipment, stage scenery, props, set dressing and related items for clients in the entertainment industry, and

WHEREAS, Client wishes to store property owned or controlled by it at the EcoSet Warehouse specified in this Agreement,

NOW, THEREFORE, the parties agree:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Client" means production entity accountable for storing the Property and for any work taking place on EcoSet Premises in relation to the Property. Client is the responsible party for the actions of employees and authorized representatives including freelancers, contractors, vendors, delivery services and third parties working on site.
- (b) "Property" means the scenery, props, and other items stored by Client in the Warehouse.
- (c) "Premises" means the business location where the Warehouse is located, and includes all common areas, loading docks, ramps, parking lots, additional workspaces and access points.
- (d) "Lease" means the lease between EcoSet and the Landlord governing EcoSet's rights to the Warehouse.
- (e) "Landlord" means the owner or other person who has the right to lease the Warehouse to EcoSet
- (f) "Storage Space" means the particular space within the Warehouse where Client's Property will be stored and which Client has agreed to rent.
- (g) "Warehouse" means the warehouse identified in Estimate.

2. Storage Space.

Client's Property shall be stored in the designated, secure Storage Space specified in Estimate.

Client understands and agrees that the fees for the Storage Space specified in Section 3 below shall be due whether or not all or only a portion of the Storage Space is used to store Client's Property, unless otherwise agreed by the parties.

Storage Space is to include fire lanes which are included in the overall square footage. Fire lanes are access aisles no less than four feet in width which allow direct access to the walls of the structure.

Storage Space is to be used for storage and work activities related to unloading, loading or sorting Property.

EcoSet maintains the right to access the Storage Space at any time as needed if building improvements or necessary maintenance is required. EcoSet will notify Client of intention to access Storage Space.

3. Storage Fees.

Client shall pay to EcoSet the monthly amount set forth in Estimate ("Storage Fees") including security deposit, and at the time set forth in Estimate. If Client fails to pay any monthly fee within ten (10) days written notice from EcoSet, Client shall be in default of this Agreement, subject to reasonable notice and a reasonable opportunity to cure, and EcoSet shall have the rights specified in Section 15 below. Interest on any late payment shall accrue at the rate of eighteen percent (18%) per annum.

4. Delivery and Removal of Property.

Client may deliver and remove its Property, or any portion thereof, at any time and from time to time during the term of this Agreement. Delivery, removal, or other movement of Property within the Warehouse shall be performed solely by Client unless EcoSet's hourly labor or logistics services are requested and costs are approved. Available services include loading and unloading labor as well as forklift operation.

5. Labor Fees.

Client shall pay the hourly fee set forth in Estimate ("Labor Fees") for all labor costs incurred under Section 4 above. EcoSet shall bill Client monthly for all such labor costs. Client shall pay any such bill within fifteen (15) days of receipt.

The default and interest provisions set forth in Section 3 above shall likewise apply to Labor Fees.

6. Transportation of Property and Transportation or Logistics Fees.

Client shall be solely responsible to pick up or deliver its Property times unless EcoSet's transportation or on-demand logistics services are requested and costs are approved.

If Client requests EcoSet to perform any pick up or delivery, Client will pay to EcoSet the fees set forth in Estimate ("Transportation or Logistics Fees"). Any such Transportation Fees shall be billed and shall be payable in the same manner as Labor Fees and shall be subject to the default and interest provisions of Section 3.

7. Inspection Rights.

Client, its employees, and its authorized representatives may enter the Warehouse at any time within the posted hours of operation to inspect the Client's Property. If Client needs to enter the premises before or after posted hours of operation, Client must notify EcoSet within a reasonable amount of time.

8. Relocation of Property.

Upon approval by Client, EcoSet shall have the right to relocate all or any portion of Client's Property to another location within EcoSet's Premises provided all of the following conditions are satisfied:

- (a) The relocation is reasonably required due to EcoSet's business needs.
- (b) The Alternate Space is the same square footage allocation as the original space.
- (c) EcoSet gives Client thirty (30) days' advance written notice of the intended relocation, which shall specify the location of the Alternate Space to be relocated within EcoSet's property. However, no thirty (30) day notice shall be required if the relocation is due to: (i) the termination of EcoSet's Lease or other event impairing EcoSet's ability to perform under this Agreement; (ii) fire, flood, or other damage to the Warehouse, or (iii) any event or anticipated event which, in EcoSet's opinion, could reasonably cause damage to Client's Property. In such event EcoSet shall notify Client of the intended relocation at the earliest opportunity.

All costs of relocation under this Section 8 shall be borne by EcoSet.

9. Representations by Client.

Client represents and warrants that:

- (a) It is the owner of the Property, or otherwise has the right of control over the Property, including the right to store and use the Property as contemplated by this Agreement.
- (b) To the best of the Client's knowledge, no Property or any part of any Property consists of, contains, or incorporates toxic, ignitable, reactive, or corrosive substances, or is constructed of any materials or in any manner which would otherwise cause harm to EcoSet's employees or damage to other property stored within the Warehouse.
- (c) Storage space is to be used for dry storage only, and no food, plants or perishable items will be stored at any

time during the lease term.

EcoSet represents and warrants that:

(a) The Storage Space is free from hazardous materials, substances, and environmental factors likely to cause adverse health effects in connection with the use of the Premises.

(b) EcoSet is and shall remain responsible for the maintenance and repair of the Premises, including but not limited to the water pipes, plumbing systems, electrical systems, floor, foundation, ceiling, windows, structural walls, roof, structural repairs, etc. Further, EcoSet is and shall remain responsible for the removal of and repair caused by mold and toxic or hazardous materials not placed in the Storage Space by Client, provided further that Client shall not be responsible for defects involving the structure of the Storage Space as set forth above.

(c) EcoSet warrants and represents (i) EcoSet is the Lessee of the Premises and has the sole authority to enter into this Agreement and grant the rights herein and no other third party permissions are necessary; (ii) the Premises are free of known defects and hazardous substances, has been properly maintained and is suitable for Client's intended use (to include but not be limited to the storage of scenery, props, set dressing, set design development, etc.); and (iii) Client shall have the right to utilize the Storage Space for the purposes set forth herein.

10. Insurance.

At all times during the term of this Agreement, EcoSet shall maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) per occurrence.

At all times during the term of this Agreement, Client shall have a policy of insurance that covers: (a) General Liability and Automobile Liability, losses in an amount no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (b) Business Personal Property coverage for no less than the total replacement cost of all items stored at Premises, and (c) provide proof of Workers' Compensation Insurance in accordance with all statutory minimums.

11. Term and Termination.

This Agreement shall remain in effect for the initial term set forth in Estimate and month to month thereafter.

(a) Either party may terminate this Agreement without cause upon thirty (30) days' written notice.

(b) Client may terminate this Agreement on twenty (20) days' written notice if EcoSet gives Client the thirty (30) day relocation notice specified in Section 8 (c), provided such termination notice is given within ten (10) days following receipt of the relocation notice. If EcoSet's relocation notice is less than thirty (30) days due to any circumstance described in Section 8(c), then Client may give notice of termination at any time in advance of the proposed relocation date.

(c) EcoSet may terminate this Agreement immediately upon written notice to Client if:

(i) Client is in default of this Agreement, as set forth in Sections 3, 5, or 6; (ii) Client is in breach of this Agreement, or Client or its employees have acted or threatened to act in a manner which would likely harm EcoSet's employees or interfere with the relationship between EcoSet and its employees, cause damage to the Premises in general or any property in the Warehouse, jeopardize EcoSet's rights or impair its obligations under the Lease, or interfere with any labor contract between EcoSet and the union representing EcoSet's employees in the Warehouse; (iii) the Lease is terminated for any reason, or the Storage Space becomes unusable for any reason beyond EcoSet's control and EcoSet cannot reasonably relocate the Property to an alternate Warehouse.

(d) Client may terminate this Agreement immediately upon written notice to EcoSet if EcoSet fails to perform any obligation arising under this Agreement, provided Client has first notified EcoSet of the breach, and EcoSet has failed to cure the same within ten (10) business days of receipt of such notice.

(e) If the effective date of termination is other than on the last day of a calendar month, storage fees for the final month shall be prorated accordingly.

12. Removal of Property Following Termination.

If this Agreement is terminated for any reason, Client shall remove all Property from the Warehouse by the Removal Date. The Removal Date shall be as follows:

(a) If this Agreement is terminated without cause by either party, the Removal Date shall be the effective date of termination, provided, however, that if EcoSet consents to a notice period shorter than thirty (30) days, as provided in Section 11(a), then the Removal Date shall be a date mutually selected by the parties.

(b) If Client terminates this Agreement under Section 11(b), the Removal Date shall be the later of (i) the effective date of termination, or (ii) if Client terminates on less than twenty (20) days' notice under Section 11(b), five (5) business days after the effective date of termination.

(c) If EcoSet terminates this Agreement under Section 11(c), the Removal Date shall be thirty (30) business days after EcoSet gives written notice of termination.

(d) If Client terminates this Agreement under Section 11(d), the Removal Date shall be thirty (30) business days after Client gives written notice of termination.

If the Removal Date is later than the effective date of termination, Client shall have no right to add any Property to the Storage Space following the termination date.

If the Property is removed after the effective date of termination, Client will pay Storage Fees to EcoSet at the Daily Rate from the termination date to the date of removal. "Daily Rate" means the monthly Storage Fees specified in Estimate divided by thirty (30). Such additional Storage Fees shall be paid within ten (10) business days after billing by EcoSet.

The Client shall remove and load the Property on Client's vehicle or vehicles, unless Client elects to have EcoSet recycle or recirculate the Property in total or in part for a waste diversion fee. EcoSet will estimate diversion services based on volume and type of Property slated for disposal. Property will be recycled or recirculated at EcoSet's discretion with the goal to avoid landfill disposal. All Labor Fees shall be paid by Client within five (5) business days after billing by EcoSet.

Upon vacating the Premises, Client will leave the Storage Space entirely empty, free of waste and debris, and in a broom swept condition.

13. Limitation of Liability.

Use of the Storage Space is furnished "as is," with all faults, and without any warranty, either expressed or implied, including without limitation any warranty against damage or theft. Client is to inspect Storage Space and Warehouse in person before agreeing to rental terms. Except as set forth below, EcoSet disclaims all other warranties, express or implied, including the warranties of fitness for a particular purpose.

EcoSet's liability to Client shall be limited to the following:

(a) EcoSet shall be liable to Client for direct damages only for damage caused by EcoSet's negligence or willful misconduct.

(b) EcoSet shall have no liability for any damage, nor any obligation to repair any such damage, caused in whole or in part by the negligence or willful misconduct of Client.

NEITHER PARTY'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTE PROCUREMENT AND LOSS OF SAVINGS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES ARE FORESEEABLE OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID BY CLIENT TO ECOSET IN THE TWELVE-MONTH PERIOD PRECEDING THE FAILURE OR BREACH BY THE OTHER PARTY, EXCEPT THAT ECOSET SHALL BE ABLE TO CLAIM THE AMOUNT OF UNPAID FEES IN THE EVENT OF BREACH BY NON-PAYMENT.

14. Indemnification.

EcoSet shall indemnify and hold Client harmless, as well as Client's officers, directors, shareholders, agents, parents and subsidiaries ("Client Indemnified Parties") from and against liabilities, claims, damages, or reasonable and verified costs relating to the Property which arises out of or is caused by the negligence or willful misconduct of EcoSet while the Property is stored at the Warehouse.

Client shall indemnify and hold EcoSet harmless, as well as EcoSet's officers, directors, shareholders, agents, parents and subsidiaries ("EcoSet Indemnified Parties") from and against liabilities, claims, damages, or reasonable and verified costs relating to: (a) any damage to the Premises, or any of the property of other clients stored at the Premises, which in either case is caused in whole or in part by the negligence or willful misconduct of Client or its employees, agents, contractors or service providers; (b) any personal injury to any person at the Premises, or in transit to and from the Premises, including the personnel of other clients of the Premises.

Indemnification under this Section 14 shall include reasonably attorneys' fees incurred by the Indemnified Party in any action or proceeding in which such liability, claim, damage, or cost is asserted, provided the Indemnified Party timely tenders the defense of such action or proceeding to the Indemnifying Party, and the Indemnifying Party fails to timely provide such a defense.

15. Disposition of Property for Failure to Remove.

If following the termination of this Agreement, Client fails to remove all of the Property, and if such failure continues for more than ten (10) business days after written notice by EcoSet to Client, EcoSet shall then have the right to remove the Property, or any remaining portion thereof, and to dispose of it in the manner of EcoSet's sole discretion. Client shall be liable for all Labor Fees and Disposal Fees connected with such disposition, as well as any reasonable out-of-pocket costs incurred by EcoSet with respect to such disposition. The notice specified above shall describe EcoSet's intended disposition.

16. Increase in Fees.

After the original lease term is complete, EcoSet may increase any Storage Fee, Labor Fee, or Transportation Fee only upon thirty (30) days' written notice to Client. If Client chooses not to accept any fee increase it may terminate this Agreement in accordance with Section 11(a). If Client fails to terminate within fifteen (15) days of receipt of such notice Client shall be deemed to have accepted the increase in fees.

17. Arbitration.

Any and all disputes arising out of or relating to this Agreement or the interpretation or enforcement thereof, but excluding any claims for injunctive relief, shall be submitted to binding arbitration. The arbitration shall be conducted before a single arbitrator in accordance with the California Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") that are in effect at the time a demand for arbitration is served. The arbitration need not be conducted through the AAA so long as it is conducted pursuant to the Rules. Any arbitration under this provision shall take place in Los Angeles County, California or at such other place as the parties may agree. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator. Any party who commences an action inconsistent with this provision shall waive its right to recover attorneys' fees and costs. In addition to the exchange of information provided in Rule 21 of the Rules, the arbitrator may order the taking of depositions or such other discovery as may be determined by the arbitrator upon the application of either party. The arbitrator shall have the same authority as a court of law under the California Code of Civil Procedure, including the resolution of discovery disputes, the issuance of sanctions for failure to comply with discovery orders, and the hearing of motions, including motions for summary judgment.

The arbitrator shall furnish the parties with a written award promptly after the conclusion of the arbitration. The award shall be in writing and shall state in detail the factual and legal findings and conclusions on which the award is based. In making the award the arbitrator shall apply rules and principles established through statutory and case law applicable to the dispute. If the arbitrator fails to do so the arbitrator will be deemed to have exceeded his or her power, and the award may be vacated under California Code of Civil Procedure Section 1286.2. The award shall be entered as a judgment by a court of law, and shall have the same force and effect as, and be subject to all provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

18. Entire Agreement.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreement with respect to the same.

19. Attorneys' Fees.

In the event of any action by either party to enforce arbitration, or to obtain injunctive relief, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs.

20. Assignment.

Either party may assign this Agreement at any time upon written notice to the other.

21. Notice.

Any notice required hereunder shall be deemed satisfactory if hand-delivered or sent by first class mail to the parties at their respective business addresses.

22. No Waiver.

No waiver by either party of any breach by the other shall be deemed a waiver of any subsequent breach.

23. Money Damages.

In the event of default by Client, Client shall be given reasonable notice and a reasonable opportunity to cure prior to EcoSet taking any action against Client. EcoSet's sole remedy for a breach of this Agreement shall be limited to an action at law for money damages, if any.

RENTAL CLIENT:

Signature: _____

Printed Name: _____

Email: _____

Phone: _____

Date: _____

ECOSSET CONSULTING, LLC:

Signature: _____

Printed Name: _____

Email: _____

Phone: _____

Date: _____



ECOSSET STORAGE ADDITIONAL INFO

INSURANCE REQUIREMENTS:

Weekly and monthly Clients shall have a policy of insurance that covers General Liability and Automobile Liability, losses in an amount no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, Business Personal Property coverage for no less than the total replacement cost of all items stored at the Premises, and provide proof of Workers' Compensation Insurance.

Client must provide EcoSet Consulting, LLC with a Certificate of Insurance including EcoSet as an additional insured on all policies (except for Workers' Compensation, proof only is required).

Certificate Holder: EcoSet Consulting, LLC / 3019 Andrita Street / Los Angeles CA 90065

PAYMENT TERMS:

Payment is due in full prior to loading into the Storage Space.

For ongoing monthly rentals, Client pays first month's rent and agreed upon security deposit in the form of a check or credit card authorization prior to loading in to the Storage Space. Client shall keep a credit card on file to be held for security deposit, incidentals, property damage or cleaning fees.

For ongoing monthly rentals, payment is due on the same date each month based on the first date of the rental term.

Storage Space billing is payable by check, cash, ACH bank transfer or credit card. A 3% processing fee will be added to credit card payments.

Add-on services through EcoSet ReDirect (reuse diversion), EcoSet On-Demand (facilitation and logistics), overnight parking, waste removal, forklift usage, equipment rentals or other services can be estimated and invoiced separately upon request.

PARKING:

Client agrees to park in parking spaces designated by EcoSet and keep driveways, loading zones and building access points clear from obstructions. Client may park personal vehicles on the Premises during the work day as available. Overnight truck parking and long term parking is available for additional cost, subject to availability.

REUSABLE MATERIALS DIVERSION:

Client can contract EcoSet ReDirect waste diversion services as an alternative to dumpsters and landfill disposals. As assets, scenery or materials need to be purged, EcoSet can estimate discounted costs to divert reusable materials based on the volume and type of item. Clients save time coordinating the disbursement and disposal process by reallocate labor and dumpster costs to EcoSet's on-site services.

VACATING THE STORAGE SPACE:

As stated in paragraph 2 of Client Responsibilities, upon vacating the Premises, CLIENT will leave the Rental Space entirely empty, free of waste and debris, and in a broom swept condition. **If these conditions are not met, a cleaning fee of \$50 per hour will be assessed and due upon receipt of invoice, payable by credit card on file or security deposit.**