

# **PROPOLOGY** *(A sole proprietorship operating in British Columbia, Canada.)*

## **RENTAL AGREEMENT - TERMS AND CONDITIONS**

---

**Contract Number:** \_\_\_\_\_

**Production Period: Start:** \_\_\_\_\_ **End:** \_\_\_\_\_

**Lessee Company Name:** \_\_\_\_\_

**Lessor:** PROPOLOGY

**Contact Lessee:** \_\_\_\_\_ **Contact Lessor:** Richard Molnar

---

### **1. Alterations to Rental Items**

No unauthorized physical alterations may be made to Rental Items without prior written permission from the Lessor. Unauthorized alterations will be considered damage and subject to repair or replacement charges payable by the Lessee.

Approved alterations must be documented in writing prior to commencement. The Lessee may be required to restore the Rental Item to its original condition at their expense. The Lessor reserves the right to designate approved vendors for any modifications or repairs.

---

### **2. Warranty**

**NO PRODUCT WARRANTY IS EXPRESSED OR IMPLIED.** All items are provided "as is."

---

### **3. Security Deposit**

A security deposit is required to cover potential loss or damage.

The deposit will be refunded within ten (10) business days following return, provided the Rental Item is returned to the Lessor in the same condition as documented at the time of transfer.

---

### **4. Liability and Indemnification**

The Lessor shall not be liable for any loss, injury, or damages arising from the use or handling of Rental Items.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising from the possession or use of the Rental Items. In no event shall the Lessor be liable for indirect, incidental, or consequential damages, including production delays or loss of profits.

---

---

## 5. Scope of Service

The Lessor provides Rental Items for temporary use in exchange for agreed fees. This agreement governs all Rental Items provided by the Lessor to the Lessee during the production period identified in this agreement. The rental period for each individual Rental Item shall be specified on the applicable invoice issued by the Lessor. Item-specific terms, including rental duration, quantities, and fees, shall be governed by the applicable invoice. Rental Items may be delivered and returned at different times throughout the production period.

---

## 6. Ownership of Produced Content

All still or moving images created by the Lessee using Rental Items for Scripted Purposes shall remain the property of the Lessee.

**This does not grant the Lessee any rights in the design or underlying intellectual property of any Rental Items designated as PROPOLOGY Produced Custom Props of Novel Design (PPCPND), which remain the property of the Lessor and are subject to the restrictions set out in Section 12.**

---

## 7. Loss or Damage

Items not returned within ten (10) business days after the scheduled return date will be deemed lost. Damaged items include those with physical damage, missing components, or unauthorized alterations not documented prior to transfer.

The Lessee is responsible for repair or replacement costs as determined by the Lessor. Replacement value shall be based on market value or reproduction cost. The Lessor may, at its discretion, accept the return of previously lost items and refund applicable portions of the deposit, less restoration costs.

---

## 8. Rental Item Suitability

The Lessee is solely responsible for determining the suitability of Rental Items for their intended use.

---

## 9. Payments

Invoices are due upon receipt and payable in Canadian dollars or equivalent U.S. funds.

All transfer-related costs (EFT, wire fees, etc.) are the responsibility of the Lessee.

**All payments must be made payable to: PROPOLOGY**

---

## 10. Shipping

The Lessee assumes all responsibility and cost for shipping, including duties, taxes, and insurance, to and from their designated location.

---

## 11. Out-of-Province Shipping

All out-of-province shipments must be handled by Federal Express (FedEx), unless otherwise agreed in writing.

---

---

## **12. PROPOLOGY Produced Custom Props of Novel Design (PPCPND)**

The Lessor grants the Lessee a limited, non-exclusive right to depict PPCPND items solely within the Lessee's production and its customary promotion, marketing, and distribution. All design and intellectual property rights remain with the Lessor. Without prior written consent, the Lessee shall not manufacture, reproduce, commercially exploit, or incorporate PPCPND items into merchandise, derivative products, or interactive media, including video games or virtual experiences.

Inclusion of PPCPND items in the production does not confer ownership rights. Nothing in this agreement grants the Lessor access to production stills or behind-the-scenes materials without written consent. The Lessor retains the right to rent, display, and promote PPCPND items for other clients, provided no confidential production information is disclosed.

---

## **13. Insurance**

The Lessee shall maintain adequate insurance coverage, including general liability and property damage insurance, and may be required to provide proof of insurance upon request. The Lessor may be named as additional insured and loss payee where applicable.

---

## **14. Late Returns**

Late returns may be subject to additional rental charges at the standard daily rate.

---

## **15. Condition Acknowledgment**

Acceptance of Rental Items constitutes acknowledgment of their condition unless otherwise noted in writing at the time of transfer.

---

## **16. Governing Law**

This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

---

## **17. Force Majeure**

Neither party shall be liable for failure or delay in performance due to events beyond reasonable control, including but not limited to natural disasters, strikes, or transportation disruptions.

---

## **18. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes any prior discussions or agreements relating to the Rental Items.

---

## **19. Assignment**

The Lessee may not assign or transfer this agreement without the prior written consent of the Lessor.

---

**DEFINITIONS**

|  |  |
|--|--|
| <b>Invoice:</b>  | A written or electronically transmitted document issued by the Lessor, including email, PDF, or other digital formats, identifying specific Rental Items, rental durations, fees, and other item-specific terms. Each invoice shall be deemed incorporated into this agreement.  |
| <b>Lessee:</b>   | The entity renting the Rental Items, including its employees, agents, contractors, and representatives.  |
| <b>Lessor:</b>   | PROPOLOGY, a sole proprietorship operating in British Columbia, Canada.  |
| <b>PROPOLOGY Produced Custom Props of Novel Design (PPCPND):</b> | Custom props designed and manufactured by the Lessor that incorporate original, visually distinctive design, engineering, or aesthetic elements and are designated by the Lessor as proprietary. PPCPND items may be rented to multiple clients and are not created exclusively for any single production. All design rights and related intellectual property in PPCPND items remain the sole property of the Lessor. |
| <b>Physical Alterations:</b>                                     | Modifications that change the structure or appearance of a Rental Item.  |
| <b>Rental Items:</b>   | Items provided by the Lessor for temporary use.  |
| <b>Scripted Production:</b>                                      | Media production utilizing Rental Items.   |
| <b>Scripted Purpose:</b>   | Use within a Scripted Production, including depiction consistent with the intended narrative or production context.  |

**SIGNATURES:**

The parties confirm they have read and agree to all terms in this agreement dated: \_\_\_\_\_

**LESSEE COMPANY (Renter)**

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**LESSOR (Rental Vendor)**

**Authorized Representative:** Richard Molnar



**Title:** Owner/Operator **Signature:** \_\_\_\_\_