



SERVICES LEASE AGREEMENT

This Services Lease Agreement ("Agreement"), which becomes effective upon all parties signing, is between Maryland Public Television ("MPT"), an agency of the State of Maryland having its principal place of business at 11767 Owings Mills Boulevard, Owings Mills, Maryland 21117, and

Name: ("Client")

Address:

Phone:

1. **AGREEMENT TO LEASE.**

MPT agrees to lease to Client and Client agrees to lease from MPT the Equipment, Facilities and/or Crew (collectively, "services") identified in Exhibit A attached hereto and incorporated into this Agreement.

2. **LEASE TERM.**

The Lease Term will commence upon execution of this Agreement and shall terminate on the end date specified in Exhibit A.

3. **RESERVATION.**

All services are reserved on a first come / first served basis. Any scheduling of services is tentative until this Agreement is fully executed by both parties.

4. **LEASE OF CREW.**

a. Client agrees to pay any costs and/or wages associated with Client's use and/or employ of MPT Crew. Client agrees that the price to be charged for use and/or employ of MPT Crew is the price set forth in the MPT standard rate card in effect on the date MPT Crew is ordered unless otherwise agreed to in writing. See Exhibit A. The rates set forth in the MPT standard rate card are subject to change without notice.

b. Before the commencement of the Agreement, MPT will present Client with an estimate of costs and/or wages associated with Client's use and/or employ of MPT Crew. Client agrees to pay the actual costs and/or wages associated with Client's use and /or employ of MPT Crew as well as any miscellaneous charges associated therewith.

c. Client agrees to pay for all overtime charges associated therewith.

5. **LEASE OF FACILITIES.**

a. Client agrees that the price to be charged for lease of MPT Facilities is the price set forth in the MPT standard rate card in effect on the date MPT Facilities are ordered unless otherwise



agreed to in writing. See Exhibit A. The rates set forth in the MPT standard rate card are subject to change without notice.

- b. Before the commencement of the Agreement, MPT will present Client with an estimate of costs associated with Client's lease of MPT Facilities. Client agrees to pay the actual costs associated with Client's lease of MPT Facilities as well as any miscellaneous charges associated therewith.
- c. At MPT's discretion, Client, at its expense, will maintain with respect to the Facilities liability insurance for bodily injury, death and property damage with a minimum limit of \$1,000,000 combined single limit and property damage insurance insuring against loss or damage to the Facilities in an amount not less than the full replacement value of the Facilities. Client will provide to MPT a certificate of insurance evidencing the issuance of a policy or policies to Client, in at least the minimum amounts required herein, naming MPT and its assigns as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy will be in such form and with such insurers as may be reasonably satisfactory to MPT, including clauses requiring the insurer to give MPT at least 30 days' prior written notice of any alteration or cancellation thereof. MPT will be under no duty to ascertain the existence of or to examine any such policy or to advise Client in the event any such policy does not comply with the requirements hereof. In the event that Client at any time fails to deliver to MPT a certificate evidencing the property damage insurance required hereunder, MPT, at Client's cost, may procure such insurance in MPT's or Client's name.

6. LEASE OF EQUIPMENT.

- a. Client agrees that the price to be charged for lease of MPT Equipment is the price set forth in the MPT standard rate card in effect on the date MPT Equipment is ordered unless otherwise agreed to in writing. See Exhibit A. The rates set forth in the MPT standard rate card are subject to change without notice.
- b. Before the commencement of the Agreement, MPT will present Client with an estimate of costs associated with Client's lease of MPT Equipment. Client agrees to pay the actual costs associated with Client's lease of MPT Equipment as well as any miscellaneous charges associated therewith.
- c. If Client desires to lease MPT Equipment without the use and/or employ of MPT Crew, or if Client desires to lease MPT Equipment such that the MPT Equipment is not monitored, controlled and/or operated by MPT Crew, Client, at its expense, will maintain with respect to the Equipment liability insurance for bodily injury, death and property damage with a minimum limit of \$1,000,000 combined single limit and property damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Client will provide to MPT a certificate of insurance evidencing the issuance of a policy or policies to Client, in at least the minimum amounts required herein, naming MPT and its assigns as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy will be in such form and



with such insurers as may be reasonably satisfactory to MPT, including clauses requiring the insurer to give MPT at least 30 days' prior written notice of any alteration or cancellation thereof. MPT will be under no duty to ascertain the existence of or to examine any such policy or to advise Client in the event any such policy does not comply with the requirements hereof. In the event that Client at any time fails to deliver to MPT a certificate evidencing the property damage insurance required hereunder, MPT, at Client's cost, may procure such insurance in MPT's or Client's name.

- d. Without the prior written consent of MPT, Client shall not: (a) assign, transfer, pledge, encumber or otherwise dispose of the Equipment; (b) sublease any of the Equipment; (c) create or incur, or permit to exist, any lien or encumbrance with respect to any of the Equipment, or any part thereof; or (d) permit any of the Equipment to be moved outside the continental limits of the United States.
- e. Client shall not make any additions, attachments, alterations or improvements to the Equipment without the prior written consent of MPT. Any addition, attachment, alteration or improvement to any item of Equipment shall belong to and become the property of MPT unless, at the request of MPT, it is removed prior to the return of such item of Equipment by Client. Client shall be responsible for all costs relating to such removal and shall restore such item of Equipment to its operating condition that existed at the time it became subject to the applicable agreement.
- f. If Client desires to lease MPT Equipment without the use and/or employ of MPT Crew, or if Client desires to lease MPT Equipment such that the MPT Equipment is not monitored, controlled and/or operated by MPT Crew Client, Client shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Client of the obligation to pay rental payments or perform any other obligation under this Agreement. Client shall promptly notify MPT in writing of any loss, theft, damage, or destruction of the Equipment, and shall: (a) place the same in good repair, condition and working order, or (b) replace the same with like equipment of the same or greater value in good repair, condition and working order.

7. BILLING & PAYMENT.

- a. Client agrees to pay MPT invoices in full within 15 business days after receipt of each invoice. Client agrees to pay a finance charge computed at an annual percentage rate of eighteen percent (18%) per annum on all sums remaining unpaid over thirty (30) days.
- b. Client agrees to pay all costs incurred to collect payments due to MPT under this Agreement, including, but not limited to, all collection fees, court costs and attorneys' fees.
- c. MPT may, at its discretion, require Client to pay a security deposit for MPT services. Any security deposit collected may be used to satisfy any outstanding sums due and owing to MPT by Client.



- d. MPT may, at its discretion, require Client to submit a credit report prior to furnishing any services to Client. MPT may, at its discretion, require Client to make payment in full prior to furnishing any services to Client.
- e. MPT will mail invoice to Client at the following address:

- f. Client's Federal Identification Number is:

- g. Payment shall be made by check made payable to Maryland Public Television and, unless MPT directs otherwise in writing, mailed to the following address:

Finance and Accounting Office
Maryland Public Television
11767 Owings Mills Blvd.
Owings Mills, MD 21117

8. EVENTS OF DEFAULT.

- a. The occurrence of any of the following shall constitute an "Event of Default" hereunder: (a) Client fails to pay any payment due hereunder within five (5) days after it becomes due and payable; (b) any representation or warranty of Client made in this Agreement, any agreement, or in any document furnished pursuant to the provisions of this Agreement or otherwise, proves to have been false or misleading in any material respect as of the date when it was made; (c) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against Client on all or any part of Client's property under the Federal Bankruptcy Code or other law of the United States or of any other competent jurisdiction; or (e) Client defaults under any other agreement with MPT.
- b. If an Event of Default hereunder, MPT may exercise any one or more of the following remedies: (a) terminate the applicable agreement and Client's rights thereunder; (b) proceed, by appropriate court action or actions, to enforce performance by Client of the applicable covenants of the agreement or to recover damages for the breach thereof; (c) recover from Client an amount equal to the sum of all accrued and unpaid payment and other amounts due under said agreement; (d) personally, or by its agents, take immediate possession of all of the Equipment from Client and, for such purpose, enter upon Client's premises where any of the Equipment is located with or without notice or process of law and free from all claims by Client; and/or (e) require the Client to assemble the Equipment and deliver the Equipment to MPT at a location which is reasonably convenient to MPT and Client.



9. CANCELLATION.

Client is required to pay MPT fifty percent (50%) of the total estimated service charges for any services canceled between five days to 24 hours in advance of the scheduled day on which services were to begin. Client is required to pay MPT one-hundred percent (100%) of the total estimated service charges for any services canceled less than 24 hours of the scheduled day on which services were to begin.

10. EQUIPMENT FAILURE.

If MPT is unable to provide some or all of the MPT Crew, Facilities and Equipment leased under this Agreement or if MPT Crew, Facilities or Equipment leased under this Agreement fails or becomes inoperable during production or use, Client will only be required to pay for those Crew, Facilities or Equipment that were provided and are functioning on a pro rata basis. Client will be required to pay MPT one-hundred percent (100%) of the total service charges if MPT Crew, Facilities or Equipment leased under this Agreement fails or becomes inoperable as a result of damage or destruction caused by Client.

11. CLIENT'S RISK.

MPT shall not be liable or responsible in any way for damages to Client or Client's officers, agents, employees or invitees, or loss or injury of any kind to person or property, whether caused by casualty or by any act or omission, negligent or otherwise, by MPT, its officers, agents, employees, licensees or invitees or by the condition of the Facilities or Equipment, or by any failure to function properly or by any other contingency or occurrence arising out of or relating to this Agreement. Client shall reimburse MPT for any damage to or destruction of any services furnished by MPT to the extent that such damage or destruction is caused by Client, its employees, officers, agents, licensees and/or invitees.

12. CREATIVE CONTROL.

Client has artistic and creative control over any work product produced using MPT services. MPT cannot guarantee the quality of Client's work product.

13. TRANSFER OF RIGHTS AND OBLIGATIONS.

During the Lease Term, Client will not sublease or relinquish possession or control of, or assign, grant a security interest in, or otherwise transfer, dispose of, or encumber the Facilities, Equipment or this Agreement. Notwithstanding the above, with MPT's express permission, Client may sublease the Equipment, provided Client remains primarily liable to MPT under the terms of this Agreement for such Equipment.

14. FORCE MAJEURE.

MPT shall not be liable for any delay or default in performance caused by conditions beyond MPT's control, including but not limited to, acts of God, riots, emergencies, labor dispute, restrictions imposed by law or governmental order, mechanical breakdown and/or technical downtime. MPT shall make reasonable efforts to eliminate every cause of delay or default and continue performance under this Agreement. If MPT is unable to furnish any of the services agreed to in this Agreement because of a force majeure event, such failure will not be deemed a breach of contract.



15. INDEMNIFICATION.

Client shall indemnify and hold harmless MPT, its officers, directors, employees, agents, affiliates, licensees and/or invitees from and against any and all claims, damages, costs, liabilities and expenses, including reasonable attorneys' fees and court costs arising out of or resulting from any acts or omissions by Client, its employees, officers, agents, licensees and/or invitees in connection with Client's occupancy of MPT premises and/or use of MPT facilities, personnel and services. If required above, Client shall provide MPT with proof of insurance 48 hours before the scheduled commencement of services that names MPT as co-insured on Client's policy for activities covered under this Agreement. Client shall reimburse MPT for any damage to or destruction of any services furnished by MPT to the extent that such damage or destruction is caused by Client, its employees, officers, agents, licensees and/or invitees.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. This Agreement is entered into within the state of Maryland and shall be governed and construed in accordance with Maryland law without regard to its conflict of laws principles.

(This space intentionally left blank.)

CLIENT:

By: _____
Signature
Printed
Name: _____

Title: _____

Date: _____

MARYLAND PUBLIC TELEVISION

By: _____
Signature
Printed
Name: _____

Title: _____

Date: _____



Exhibit A

(Insert Client
Name and Address)

MPT will provide:

Fee: \$_____a month – due the first (1st) day of the month (i. e. January 1, 2012, February 1, 2013, etc.)

Additional charges to be billed separately.

All other requests for production services/facilities will be negotiated separately.