**BAILMENT AGREEMENT**

This Bailment Agreement dated December 1st, 2022 (Effective Date of Order) is entered to and between Amaranth Films (herein referred to as "Bailee") with a known address of 5444 Rodeo St, El Paso TX, 2356, and Margarita Rosales (herein referred to as "Bailor") with a known address of 1632 Alameda Rd, Houston TX, 3335.

**1. Bailed Property.** Bailor will grant access for use under this contract of bailment ("Agreement") to the Bailee to the property located at 1634 Alameda Rd, Houston TX, 3335. ("Bailed Property")

Bailment Period. From Effective Date of order through 10 business days or later if agreed to by parties.

**2. Purpose of Bailment.** Bailee shall use the Bailed Property solely for filming location purposes. Both parties agree that Bailed Property shall not be used for any other purpose, or modified/altered without written consent from the Bailor.

**3. Acceptance of Bailed Property.** Bailee acknowledges that Bailed Property is provided to and accepted by Bailee "as is" and Bailor does not warrant the Bailed Property in any way. However, Bailor shall inform Bailee if the property poses any hazards to Bailee or its employees.

Upon Bailor's delivery of Bailed Property, it shall be deemed that such property has become Bailed Property subject to the terms and conditions of this Agreement, without the need for any additional agreements, instruments or other documents.

**4. Term and Termination.** The Bailment Agreement and all Government liability associated with it shall terminate once the Bailment Period elapses and Bailed Property is returned to the Bailor by the Bailee.

Notwithstanding the above, each party shall have the right to terminate this Agreement at any time during its term. Termination shall be effective by the giving of two (2) days written notice to the other party. Should a termination notice be given by the Bailor to the Bailee, reasonable time, not to exceed two (2) days from the effective date of notice, shall be allowed for the Bailee to make the property available for return to the Bailor. This Agreement shall also be considered terminated upon the return by the Bailee of Bailed Property to the Bailor, regardless written notice is given.

The bailment period may be extended by mutual agreement between the Bailor and the Bailee. Any and all requests for extension shall be made before the end of the bailment period. Any agreed upon extension of this Agreement shall be in writing and signed by authorized parties on both sides of the Agreement and attached as amendment.

**5. Fee.** Bailor shall not be obligated or liable to Bailee for the payment of any fees or other expenses of any nature pursuant to this Agreement.

**6. Retention of Title.** Title to, and ownership of, the Bailed Property shall at all times be in and remain with the Bailor. The Bailed Property shall not be transferred or delivered to any third party, without the prior consent of the Bailor.

**7. Liens or Other Encumbrances.** Bailee warrants to Bailor that it will use its best efforts to prevent any third party or parties to assert any liens of whatsoever nature the Bailed Property, nor will Bailee by any agreement, use the Bailed Property as collateral in any secured transaction.

**8. Protection & Liability of Bailor's Property.** The Bailee shall, at his expense, protect the Bailed Property from damage; shall maintain the Bailed Property in good condition at all times, to the extent it preserves and maintains similar property under similar circumstances.

The Bailee shall not be financially liable to the Bailor for any damage or loss of the Bailed Property while in custody and care of the Bailee.

**9. Limitation of Liability.** To the extent provided under applicable law, Bailor shall not be liable for any direct, indirect, incidental or consequential damages sustained or incurred by Bailee as a result of the use of Bailed Property or any alleged faulty performance of the Bailed Property, or resulting from any method or process for which the Bailed Property may be employed by Bailee, except in circumstances of Bailor's negligence or misconduct, where Bailor failed to inform Bailee of a known hazard, or where Bailor provides Bailed Property not in conformance with this Agreement.

**10. Assignments.** This Agreement and any rights granted by it may not be assigned or otherwise transferred by either party without the prior written consent of the other party and any such attempted assignment or transfer of rights is hereby made void.

**11. Disputes.** If a dispute arises in relation to this Agreement, the parties may file suit in the United States Court of Federal Claims.

**12. Governing Law.** This Agreement shall be governed by the Federal laws and regulations of the Unites States of America.

**13. Modifications.** No modifications to the terms of this Agreement shall be valid and binding unless executed by both parties in writing and signed by the signatories of this Agreement.

**14. Entire Agreement.** This Agreement contains the entire understanding between the parties. It supersedes all prior or contemporaneous communications, agreements or understandings between the Parties about the Bailed Property.

In witness whereof, the parties hereto have executed this Agreement as of the effective date defined herein.

Bailor: Margarita Rosales                                                  Bailee: Amaranth Films

Signature:                                                                                Signature:

Date: December 1st, 2022                                                      Date: December 1st, 2022