



Rental Agreement Terms & Conditions

Please read carefully.

This Rental Agreement Terms and Conditions ("Agreement") specifies terms and conditions for the rental of theatrical curtains, draperies, flooring and accessories offered by Rent What? Inc. ("Us", "Our" or "We"). This agreement may be modified at any time by posting a modified agreement, and any such modification shall be effective immediately for any new rentals. You can view the most recent version of this agreement on our website at www.rentwhatinc.com.

Electronic Communications - When you communicate with us electronically by visiting our website or sending an e-mail, you consent to receive communications from us electronically. You also agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Indemnity - Lessee/Renter ("You" or "Your") agree to defend, indemnify, and hold Us harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses, and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the product rented/leased ("Product"), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim or as a result of Your breach of any terms of this Agreement, except as the result of Our sole gross negligence or willful act.

Lease Term and Rental Fees - The lease term and rental fees for the product(s) rented/leased by You will be stated on your order. The lease term shall include both Product time in transit and time in use.

Use - You warrant, represent and agree that the Product will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the Product is located and in compliance with all lawful acts, rules, regulations and orders of any judicial, legislative or regulatory body having power to regulate or supervise the ownership or use of the Product. You shall not permit any liens, charges or encumbrances to be placed on or levied against the Product, other than liens, charges or encumbrances placed thereon by Us. You agree that You will not permit the Product to be used by anyone other than You, Your employees or Your agents. You shall have no authority to make or effect any alteration, addition or improvement to the Product. You will take all necessary, prudent and proper care of the Product.

Rental Fees - The following additional fees are subject to change without notice and will apply to each order placed with us:

Rental Requests - Requests for Products and quotes are considered inquiries only and are nonbinding by either party.

Rental Reservations - A credit card is required to hold a rental reservation. Clients with approved Net Terms and whose account is in good standing may hold a rental reservation with a purchase order number. The reservation may be cancelled up to three days in advance of the rental period without incurring any cancellation charges. Cancellations made two days or less before the rental date will be charged for one-week rental of all items on the order.



Early Cancellations – After receipt and acceptance of the Product, if You decide to terminate the rental contract before the end of the agreed rental period, You will be charged the full first week rental rate of all Products or 30% of the total rental period, whichever is greater.

- Shipping - We will ship using the most economical and best carrier possible according to our shipping policy posted on our website. You agree to provide us with the name of the person or shipping agent who will receive your order and the exact address where your order will be accepted. You are responsible for returning the Product to us by the return date to our warehouse located at 1978 Gladwick St, Rancho Dominguez, CA 90220. If the Product is returned to us on our account or C.O.D., You agree to pay an additional handling charge of twenty percent (20%) of the shipping cost. If You have a credit card on file with us, You agree that this amount may be charged to your card.

Credit Card Transactions – If You have a credit card on file with Us, You agree that for any orders placed by credit card any reservation deposits, full rental payment, extended rental, shipping fees, damage charges or late fees may be charged to Your credit card.

Late Fees – If You need to extend the rental, notify us in writing at least three days before the end of the rental period. If You return the Product after the return due date specified on your order without renegotiating the return date at least three days in advance, the rental period that exceeds the original due date will be billed at the full first week rental rate.

Loss or Damage to Product – You are responsible and agree to indemnify us for any loss, damage or destruction of the Product, including, without limitation, loss or damages occurring while loading and unloading, while at any and all locations, while in storage and while on your premises. You shall bear all risk of loss, theft, damage or destruction of the Product, until the Product is returned. The loss, theft, damage or destruction of the Product, while in Your possession, shall not impair any other obligation of You under this Agreement. If the Product is lost, stolen, damaged or destroyed, then You shall be liable for the full replacement cost of the Product and the rental costs. Please see Valuation of Loss section below for replacement cost information.

Optional Damage Waiver - A Waiver fee may be purchased when placing an order to avoid damage charges. The Waiver Fee does not cover theft or loss of Product. The Waiver Fee only covers damage to the Product, not including total damage, as determined in Our sole discretion.

Duty to Inspect – You will inspect the Product within two (2) days after its receipt. Unless You give written notice to us within that time specifying any defect in or other proper objection to the Product, You agree that it will be presumed that you have fully inspected the Product and acknowledged that the Product is in good condition and repair and that you have accepted the Product in that good condition and repair.

- No Warranties – The product will be rented “as is”. We make no warranties, implied, or otherwise, that the Product is fit or suitable for your intended use or for any other purpose, with regard to its size, color, condition or other attribute. You acknowledge and agree that You have selected the Product based upon Your own evaluation and review, without representations or warranties of any kind or nature by Us. You acknowledge, further, that each Product is suitable for Your purposes in its existing state of condition and repair. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE PRODUCT, ITS CONDITION, AUTHENTICITY OR STATE OF REPAIR, YOU WAIVE ANY CLAIM YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PRODUCT OR BY ANY DEFECT THEREIN, OR RESULTING FROM THE USE, REPAIR, REPLACEMENT, AUTHENTICITY OR RESTORATION THEREOF, AND, AS TO US, YOU HEREBY LEASE THE PRODUCT “AS IS”.

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In not event shall any defect in or unfitness of any unit of Product relive You of the obligations under this Agreement. Without limiting the generality of the foregoing, We shall not be liable for any defects, either latent or patent, in any Product, or for any direct or consequential damage thereform, and We shall not be liable to You for loss of use of any Product or for any interruption in Your business occasioned by Your inability to use any Product for any reason whatsoever.

Installation & Condition of Product – Unless otherwise specified on your order, You will provide all tools, equipment, and personnel to install the Product at your location. Inability to set up the Product will be at Your sole risk. The rent on the Product will not be prorated or abated while the Product is being repaired for any reason for which You are liable. We will not be under any liability or obligation to provide service, maintenance, or repairs for the Product.

Protection of Others - You will take reasonable precautions in regard to the use of the Product to protect all persons and property from injury or damage. The Product will be used only by Your employees or agents qualified to use the Product. You will, at Your own expense, maintain worker's compensation and employer's liability insurance as required by law during the course of the Product rental with minimum limits of \$1,000,000. Additionally You are required to, at Your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage with minimum limits of \$1,000,000. You agree to name Us as an additional insured. A policy must be in place to cover the risk of loss, theft, damage or destruction, in an amount equal to the replacement cost. Each policy will state that it cannot be altered, terminated, expire, modified or canceled, without notice to Us. A certificate of insurance must be delivered to Us. The failure to deliver a certificate of insurance to Us does not waive the requirements of this Section. The insurance carrier must be licensed to issue insurance in the state(s) in which the Product will be used. The insurance carrier should a rating of A- or better.

Return of Product – By or before the return date of Your order, You agree to return the Product to Us free from damage, and in the same condition and appearance as when received by You. Charges as stated in "Late Fees" of this contract will apply until the Product is returned, retrieved or another resolution reached. If You hold over the Product after the rental period, it shall be deemed an extension of the original Agreement term on a month-to-month basis and all obligations under the Agreement shall continue. During the term of any hold over, We may terminate the Agreement and take possession of the Product on three (3) days written notice.

Valuation of Loss – Unless otherwise agreed in writing through the purchase of Our optional damage waiver insurance, You will be responsible to Us for the replacement cost value or the repair costs to restore the Product to in pre-loss condition. We reserve the right to charge for replacement cost value when repair is deemed inappropriate or would render the item unusable by Us. You will also be responsible for costs for loss of use determined by the actual loss sustained by Us. You will be required to file a police report in the event of theft. Accrued rental charges cannot be applied against the purchase price or cost of repair of the lost, stolen or damaged Product.

Bailment – This Agreement constitutes a lease or bailment of the Product and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Product except the right to possession and use as described in this Agreement.

Waiver– No Waiver of any of Your obligations under this Agreement shall be deemed to take place unless said waiver is in writing and signed by Us. Failure to exercise a remedy hereunder or any other acquiescence in the default shall not constitute a waiver unless in writing. We shall be able to pursue any remedy under this Agreement until You have rendered complete performance under this Agreement.

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Accident Reports – You will notify us immediately if the product is lost, stolen, damaged, destroyed, or if any person is injured or dies or if any property is damaged as a result of use of the product. You agree to file all reports as required by law, as well as those required by applicable insurers. You are solely responsible for completing and filing any accident reports as required by law. In the instance of a claim, You, Your agents and Your employees will cooperate with us and all insurers providing insurance. You are required to deliver to us promptly any documents served or delivered to You, Your agents or employees in connection with any claim or proceeding begun, or threatened, against You, Us or both parties.

Charges and Taxes – You agree to promptly pay when due, and to indemnify and hold Us harmless from, all title fees, levies, imposts, duties, assessments or charges, and all sales, use, personal property and other taxes of any kind or nature whatsoever, together with any penalties, fines or interest thereon, whether assessed, levied or imposed by any governmental or taxing authority against Us, the Product, the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, sale, control, or other disposition thereof, or the rent, receipts or earnings arising therefrom, or with respect to this Lease, excluding however, any federal, state or local tax levied on Our net income (“charges and taxes”). In the event any charges or taxes are paid by Us, You shall immediately reimburse Us.

Entire Agreement – This Agreement constitutes the entire agreement between the parties. No other agreements, representations, or warranties other than those specifically set forth in this Agreement will be binding on any of the parties unless set forth in writing and signed by both parties.

Applicable Law – This Agreement will be deemed to be executed and delivered in Los Angeles, California and governed by the laws of the State of California.

Severability - If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of the Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

Modification – This Agreement may not be changed, amended, or altered in any manner except in writing signed by both parties.

Ownership – All content included on our web site and in printed literature is the sole property of Rent What? Inc. or its content suppliers and is protected under copyright, trademark, patent, and proprietary rights. Any use, without our express consent, is prohibited.

Compliance – You agree to comply with all applicable laws regarding the use of our web site. You also agree that information you provide is accurate and truthful to the best of your knowledge.

Assignment – You shall not assign, pledge or hypothecate this Agreement, or the rights under this Agreement, in whole or in part, without Our written consent. Your rights under this Agreement may not be assigned or transferred by operation of law.

Use of Information – We reserve the right and are authorized by you to use information provided by you in a manner consistent with our Privacy Policy posted on our web site.

Privacy – Please review our Privacy Notice to understand our practices.

Representations – You represent that the signatory to this Agreement has full power, authority, and legal right to enter into and perform the obligations in this Agreement and that the execution, delivery and performance of this Agreement by You has been duly authorized by all necessary corporate or other legal action necessary on Your part. The signatory to this Agreement represents and warrants that this Agreement constitutes a legal, valid and binding obligation on You. The person executing this Agreement on behalf of You, if You are a partnership, corporation or limited liability company, personally represents and warrants that they have full power and authority to bind the legal entity.