GROSH
BACKDROPS AND DRAPERY
8050 SAN FERNANDO RD, SUN VALLEY CA 91352 · TOLL FREE: (877) 363-7998 · FAX: (323) 664-7526 · WWW.GROSH.COM

RENTAL AGREEMENT TERMS & CONDITIONS
Please Read Carefully.

This Rental Agreement Terms and Conditions ("Agreement") specifies the terms and conditions for the rental of theatrical curtains, backdrops, draperies, and pipe and base provided by Grosh Scenic Rentals, Inc. ("Us" or "We" or "Our"). Please review this Agreement and its terms and conditions carefully.

1. **Indemnity.** 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 products rented (collectively, the "Product"), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful act.

2. **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, except that You shall not be responsible for damage to or loss of the Product caused by Our sole negligence or willful misconduct. Any loss or delay in shipment and any damages resulting therefrom shall be Your sole responsibility. In the event of loss or damage, you are also responsible for Our loss of use of the Product during the time it is being repaired or replaced, as applicable. A damage waiver may be purchased to cover all damages except loss or damage by Your willful act or gross negligence. The damage waiver does not cover any weather-related damage or damages that are not repairable resulting in a complete loss of the Product.

3. **Insurance.** During the rental term, from the time the Product leaves Our warehouse until We receive it back, You will maintain, at Your own expense: (a) commercial general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate, naming Grosh Scenic Rentals, Inc. as an additional insured; (b) property insurance (such as an equipment rental floater or production package policy) covering the Product for its full replacement value, naming Grosh Scenic Rentals, Inc. as loss payee; and (c) workers' compensation insurance as required by law. Your insurance will be primary and non-contributory to any insurance We carry, and You are responsible for any deductibles. Before We ship Your order, You will provide Us a certificate of insurance showing this coverage; a current certificate on file with Us satisfies this requirement for later orders. We may hold any shipment until We receive the certificate. Your insurance does not limit Your responsibility for the Product or Your other obligations under this Agreement. The damage waiver is not insurance and does not replace the coverage required by this Section.

4. **Lease Term and Rental Fees.** The lease term and rental fees for the Product rented by you shall be stated on your order.

5. **Blanket Rental Agreement.** From time to time on a continuing basis, we will rent/lease our Products to you. As to each and all such Products rented by you, you agree to be bound by all of the terms and conditions of this Agreement.

For each rental, the following items shall be specified on your order:

a. Term of the rental.

b. Item ID and Description.

c. Rental rate.

d. Item condition.

e. Warehouse location

6. **Rental Fees**. The following additional fees are subject to change without notice and shall apply to each order placed with Us:

a. **Reservation Fee**. To reserve the Product to be rented by You, We require a ***non-refundable pre-payment*** fee of $100.00 per item per week. The balance of Your purchase order/rental fee must be paid in full at least 14 days prior to the date of shipment to preserve Your reservation. We accept reservation payments by check or credit card: VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER.

b. **Shipping and Handling Fees.** We will ship all items pre-paid roundtrip via Federal Express, unless otherwise specified. 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 order due date and at the location specified by us on your order. Return the shipment to the appropriate warehouse for the item(s) rented shown on your order and the label affixed to the product, either located at 8050 San Fernando Road, Sun Valley, CA 91352 or 2422 N. Burkhardt Road, Evansville, IN 47715.

c. **Credit Card Transactions.** If you have a credit card on file with us, you agree that for any orders placed by credit card any non-refundable pre-payment, full payment, extended rental, damage charges or late fees may be charged to your credit card.

7. **Cancellation of Order.** Orders canceled two weeks or more prior to scheduled date of shipment, will forfeit the non-refundable pre-payment fee. ***Orders cancelled less than 14days prior to the scheduled date of shipment are subject to the full rental rate (fee).***

8. **Duty to Inspect.** You will inspect the Product within two (2) days after its receipt, and in any event before your first use of the Product. 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 conclusively 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. You assume all risk of liability arising from the use of any defective or otherwise unsafe Product.

9. **Valuation of Loss.** You shall be responsible for the replacement cost value or repair cost of the Product, whichever is less. In the event of total loss, You shall be responsible for the full replacement value of the Product in addition to the rental fee. In no event shall We be liable for any consequential damages.

10. **Return.** You will return the Product to the appropriate warehouse location by the due date listed on your order, free from all damage and in the same condition and appearance as when received by you.

11. **Late Fee.** If you return the Product to us after the due date specified on your order, you agree to pay us a late fee equal to: $40 per day per item for products renting for up to $200 per week and $80 per day per item for products renting over $200 per week.

12. **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.

13. **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association and subject to the Commercial Arbitration Rules thereof. The results of such arbitration shall be reduced to writing and will be binding upon all parties. The prevailing party in the arbitration shall be entitled to recover reasonable costs, including attorneys' fees, as determined by the arbitrator. The parties further agree that in any dispute resulting in arbitration or litigation venue shall be Los Angeles County, California.

14. **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 this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

15. **Amendment or Modification.** This Agreement may not be amended, modified, or altered in any manner except in a writing signed by both parties.

16. **Contact Information**

Grosh Scenic Rentals, Inc.

8050 San Fernando Rd
Sun Valley CA 91352
http://www.grosh.com
Email: info@grosh.com
Toll Free (877) 363-7998
Fax (323) 664-7526

2422 N. Burkhardt Road
Evansville IN 47715
http://www.grosh.com
Email: info@grosh.com
Toll Free (877) 363-7998
Fax (323) 664-7526

17. **Facsimile/Scanned Signature**. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

[Signature Page Follows]

I have read and understood the foregoing, and I agree to be bound thereby.

Renter Company Name	Date

Authorized Signature

Name and Title