



## **ONLINE RENTAL AGREEMENT – TERMS & CONDITIONS**

This Agreement is entered into between **Customer**, as named on the provided estimate, hereinafter referred to as the CUSTOMER and **CenterStaging LLC**, hereinafter referred to as CENTERSTAGING, both being in accord as to the terms and conditions set forth herein.

**Term** - The term of this agreement shall remain in effect from dates provided on the attached estimate.

**Rental Terms & Conditions** - The items described on the provided estimate and final invoice are rented upon the terms and conditions set forth within this agreement.

**Payment/Deposit** - At the Company's discretion, a deposit as stated on estimate provided to Customer must be received prior to Customer taking possession of equipment or studio. All funds are billed and payable in US currency only. All payments by check or other negotiable instrument shall be drawn on a US bank, and Renter agrees to pay all fees incurred by CenterStaging in the collection of said monies, including a returned check fee of \$35.00 and any applicable late charges. Customer agrees to indemnify and save CenterStaging harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages, loss of revenue, time, actions, or claims (including any third-party claims) resulting in CenterStaging not providing equipment or studio caused by Customer not providing advance payment as required.

All deposits received by CenterStaging shall be held as security for the performance of the Customer's obligations hereunder, and at the option of CenterStaging, may be applied to the payment to make repairs for damage incurred to said items while under the care of the Customer, and/or to cure any default of Customer without prejudice to or suspension of any other right or remedy of CenterStaging. The deposit also may be held and used by CenterStaging until all of the Customer's obligations are fully performed and the property returned to CenterStaging. The amount of any deposit in no way defines or limits the Customer's liability for repair, replacement, or other costs or obligations to CenterStaging incurred by Customer.

**Cleaning Fee** - All trash must be removed from inside the studio and common areas and placed into appropriate trash receptacles located in the parking lot. Any excess trash left in studio will result in an additional \$175 cleaning fee. Bulky items, sets, set pieces, and props that do not fit into waste

management trash receptacles must be removed from premises or a charge of \$125 per bulk item will be billed.

**Use** - The Customer agrees to notify CenterStaging of any use of exotic animals, automobiles, hazardous materials, stunts, and explosives and/or pyrotechnics prior to the rental of any requirements associated with such use. The Customer is responsible for maintaining and following regulations contained in the Occupational Safety and Health Administration (OSHA) as well as obtaining all applicable permits and/or licenses as required by law and must supply an Insurance Certificate to cover said perils.

Any spike tape used in studio must be pre-approved for use on the studio/stage floor and removed after use. Use of unapproved tape result in an additional cleaning fee \$75.

No spray painting is allowed within studios or buildings unless specific written consent of CenterStaging is obtained in advance. Sanding and cleanup of any over spray are required after use of spray paint in studios. If Customer fails to do so, then the cost of fixing the studio will be added to their studio charges.

**Condition of Rented Items or Studio** - Upon delivery or arrival, Customer hereby acknowledges receipt of said items or studio in good condition. It is the responsibility of the Customer to bring to the attention of CenterStaging any unfavorable condition of equipment or studio upon delivery. The rent period shall commence on the date set forth on the estimate. The Customer without the express written consent of CenterStaging shall not alter the items or studio. Customer agrees that acceptance or taking possession of items or studio as specified on the estimate by either an agent of Customer, by a common carrier, delivery service, or messenger is acceptance of the terms and conditions of this rental regardless of whether or not the document was signed. On any termination of this rental. Customer shall return said items or studio to CenterStaging in as good condition and repair as when received by Customer.

**No Transfer of Ownership** – The Agreement in no way constitutes or implies transfer of ownership or title of said items. Customer shall protect CenterStaging's title and keep the rented items free from all claims, liens, and encumbrances.

**Additional Rental** - The rental specified on the estimate is for the period ending on the date specified on the estimate for return of said items. If the Customer retains the items after such date, rent shall be paid weekly in advance at the same rate at which the original rental cost was computed. Additional rental items could include: boom lift, fork lift, scissor lift, additional telephones, furniture, internet, etc.

**No Sublet** - Customer shall not assign this rental or interest therein or sublet or pledge any rented item.

**Loss and Damage/Replacement Costs/Values** - If loss or damage occurs to the items rented hereunder, repair or replacement costs will be charged in addition to rental and/or any other costs incurred by CenterStaging. Rental payments are never applied towards repair or replacement costs. Customer agrees that should a loss occur of any or all the items rented under the agreement, or if said items become damaged, whether through the fault of Customer, or anyone else, (excluding the fault of CenterStaging and/or representatives of CenterStaging), from an Act of God, that Customer is fully responsible and agrees to pay to CenterStaging within thirty days of the loss and/or damage, any amounts due. If items rented to Customer are returned in a damaged condition, CenterStaging maintains the sole right to determine if said items are repairable or not and the amounts of the replacement or repair costs, as applicable. In the event said items are damaged beyond repair as determined by CenterStaging, Customer agrees to pay the replacement costs of said items as determined by CenterStaging. Customer agrees that the amounts of any replacement costs of the rented items shall include all costs as determined solely by CenterStaging to fully replace said items with similar items in good condition and repair. Repair costs may include, but are not limited to, the costs to repair both in-house and by outside agents as determined by CenterStaging. Repair costs and replacement costs may also include, but are not limited to, a rental charge for the time the item is out-of-service while being repaired or replaced. It is CenterStaging's stated policy that items rented from CenterStaging are not for sale and thus, not to be valued for replacement on an as is, where is basis.

**Disclaimer of Warranties** - Customer acknowledges that CenterStaging is not the manufacturer of the rented items. CENTERSTAGING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE ITEMS DESCRIBED ON THE ESTIMATE,

except, that the rented items and/or studio are in good working order upon delivery to or arrival of Customer and fit for Customer's intend uses hereunder. Except as set forth in the immediately preceding sentence, Customer accepts no warranties and expressly waives any implied warranties as to the fitness, merchantability, design, construction, condition, specification, or performance of the items described on the estimate. CenterStaging shall not be liable to Customer for any claims based upon or arising out of lost profits or prospective profits, loss of property or consequential or incidental damages in any way relating to the use or operation of the items described on the estimate.

**Indemnification** - Customer agrees to indemnify and hold CenterStaging harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages (including damages arising out of any injury or death to any person or persons or animals or damage to any property of any kind whatsoever), actions or claims (including any third party claims) related to the rental, the relationship between CenterStaging, and Customer under the estimate, the use, storage, or possession of the rented items or the performance (or non-performance) or exercise (or non-exercise) of any of the duties, obligations, or responsibilities of Customer under the agreement or in connection with the rent, storage, use or operation of the rented items. Customer releases CenterStaging and its affiliate companies and their respective officers, directors, employees, and agents from any liability for destruction, breakage, loss, or damage to any of Customer's property or to any property in Customer's care, custody, or control, arising out of any actor or omission, negligent, or otherwise.

**CenterStaging assumes** no responsibility for, and Customer hereby releases, indemnifies and holds CenterStaging harmless from any loss, damage, or destruction to any vehicles parked on CenterStaging's premises in connection with Customer's rental. Furthermore, Customer hereby agrees to indemnify, defend, and hold harmless CenterStaging and its affiliate companies and landlords, its and their officers, agents, employees, and assigns from and against any claims, damages and/or expenses (including reasonable attorney fees) arising out of or relating to Customer's presence on CenterStaging's premises and/or any activities of Customer pursuant to the rental. Customer's obligation to indemnify, defend, and hold CenterStaging harmless shall extend to any and all claims for bodily injury, death, or property damage; however, Customer's obligation shall not exist where CenterStaging is solely negligent or due to CenterStaging's sole willful misconduct.

**Insurance** - Customer agrees to carry, at Customer's sole cost and expense, such public liability, property damage, and worker's compensation insurance as shall be adequate to protect the interests of CenterStaging herein. Said policies shall name CenterStaging as well as the Customer as named

insured's. The Customer guarantees that all insurance policies required by this rental shall remain in effect for the duration of the rental period and that CenterStaging shall be named as an additional insured and loss payee on an original certificate of insurance, which will be delivered to CenterStaging, if requested by CenterStaging, on or before the date the rental period is to begin. Customer agrees that if an insurance claim is instigated by any party to reimburse CenterStaging for any expenses or costs as set forth in this rent, that Customer will pay to CenterStaging any difference between any amount owed under this rent, and any amount paid to CenterStaging by any insurance company or any other company, agency, or source within thirty days of the date the items were damaged or lost. Should said certificate not be produced, the Customer is still personally responsible for any and all damages whatsoever and howsoever caused. Notwithstanding, Customer agrees to indemnify and hold harmless CenterStaging and its officers and employees from any and all claims, suits, damages, and liabilities, including worker's compensation claims, resulting directly or indirectly from any cause or occurrence in, upon, at or from the use of the rented facility and equipment herein.

**Taxes** - Sales tax does not apply on the rent of the items in this contract because the property is being rented in substantially the same form as acquired by the CenterStaging, and CenterStaging acquired the property in a transaction that was a retail sale with respect to which the retailer has reported and paid the sales tax. Customer agrees that any and all tariffs/taxes/duties that may result from shipping or moving items rented hereunder to any point, especially out of the country, will be paid by the Customer, and that no deductions whatsoever will be made by the Customer from amounts owed to CenterStaging to cover said tariffs/taxes/duties.

**Termination of Agreement** - This agreement may be terminated by CenterStaging at any time and for any reason whatsoever by written notice to Customer. If CenterStaging terminates this rent for any reason, all items rented from CenterStaging are to be returned to CenterStaging immediately and any monies owed CenterStaging are due immediately. Customer hereby agrees and consents that upon a termination of this rent for any reason whatsoever, CenterStaging may at any time enter the Customer's premises and remove any of the rented items described on the attached Estimate from the Customer's premises.

**Failure of CenterStaging** - The failure of CenterStaging to insist upon strict and/or prompt performance of any of the covenants herein and/or the acceptance of such non-

performance hereunder shall not constitute or be construed as a waiver of CenterStaging's right hereunder to strictly enforce any of the terms and conditions of this rent.

**Additional** - This agreement contains all the terms upon which the described items are rented and supersedes and controls any prior agreements, orders, estimates, or proposals, written or unwritten. With respect to any provision of this agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and all the parties hereto shall abide by such court's determination. In the event that any provision of this rent cannot be reformed, such provision shall be deemed to be severed from this agreement, but every other provision of this rent shall remain in full force and effect. If suit is commenced or an attorney is employed, or if CenterStaging incurs other costs to enforce any obligation of the Customer hereunder, or to collect monies owed CenterStaging by Customer under the terms of this agreement hereunder, Customer agrees to pay all costs of collection incurred by CenterStaging including but not limited to investigations, court costs, collection agency costs, and/or attorney's fees.

**Final Amount** - Owed to CenterStaging by Customer shall be determined by the final invoice. Any amounts specified in the estimate are estimates only and do not take into account any additions or deletions of items being rented by Customer during the rental period.

CenterStaging reserves the right to refuse to do business with anyone at any time.

**Choice of Law** - The parties hereto agree that any dispute between them arising from this contract shall be determined in accordance with the laws of the state of California.

**CUSTOMER AGREES THAT ACCEPTANCE OR TAKING POSSESSION OF ITEMS OR STUDIO AS SPECIFIED ON THE ESTIMATE BY CUSTOMER, IT'S OFFICERS, EMPLOYEES, AGENTS, COMMON CARRIER, DELIVERY SERVICE, OR MESSENGER IS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE RENTAL REGARDLESS OF WHETHER OR NOT THE ESTIMATE OR RENTAL AGREEMENT IS SIGNED.**