

LEASE/ RENTAL AGREEMENT TERMS & CONDITIONS***Please Read Carefully.***

This Lease/Rental Agreement Terms and Conditions (“Agreement”) specifies the terms and conditions for your use of this web site (www.grosh.com) and the rental of theatrical curtains, backdrops and draperies offered by Grosh Scenic Rentals, Inc. (“Us” or “We”). This Agreement may be modified at any time upon posting of the modified Agreement. Any such modification shall be effective immediately for any new rentals. You can view the most recent version of this Agreement at any time by visiting this web site. Please review this Agreement and its terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this web site. **Your use of www.grosh.com indicates that you accept these terms and conditions.**

1. **Privacy.** Please review our Privacy Notice, which also governs your visit to www.grosh.com, to understand our practices.

2. **Electronic Communications.** When you visit www.grosh.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this web site. You 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.

3. **Indemnity.** Lessee/Renter (“You”) 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 negligence or willful act.

4. **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. Loss or delay in shipment and your damages as a result of such delay shall be at your sole risk.

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

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.** In order to hold the Product to be rented/leased by you, we require a ***non-refundable pre-payment*** fee of \$50.00 per item. For all online rentals, the full balance of the order will be charged on the credit card provided. If you are on account with us, a purchase order number must be submitted to us. The

non-refundable pre-payment fee must be paid within Net 30 days. If you are not on account and are making an order by phone, you must submit your non-refundable pre-payment fee to us. The balance of your purchase order/rental fee must be paid in full at least ten (10) days prior to the date of shipment in order 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 via Federal Express. We will ship to you with UPS or DHL provided that you have an existing account with either carrier. 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 and at the location specified by us on your order. You are also responsible for returning the order back to our studio by your contract return date. Return the shipment to the appropriate warehouse for the item(s) rented shown on the label affixed to the inventory, either located at 4114 Sunset Blvd., Los Angeles, CA 90029 or 4631 O'Hara Drive - Suite B, Evansville, IN 47711. **WARNING: *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 credit card.***
- 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, deposit, full rental payment, extended rental, damage charges or late fees may be charged to your credit card.

7. **Cancellation of Order.** You agree and understand that the \$50.00 pre-payment fee per item used to confirm your reservation is non-refundable. If paying under Net 30 terms, you will be billed \$50.00 per item if the order is cancelled within ten (10) days of your scheduled shipment. ***For any order that is cancelled two (2) business days or less prior to the scheduled date of shipment, you will be billed the entire rental fee as shown on your order.***

8. **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 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.

9. **No Warranties.** The Product will be leased "as is." We make no warranties, either express, implied or otherwise, that the Product is fit or suitable for your intended use (for example and without limitation, with regard to its size, color, condition or other attributes), or for any other purpose.

10. **Installation; Condition of Product.** You will provide the tools, equipment and personnel necessary to set up 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 in any manner to provide service, maintenance or repairs for the Product.

11. **Valuation of Loss.** Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair costs of the Product (if the Product can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a

police report. Loss of use shall be determined by the actual loss sustained by us. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Product.

12. **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 provided for in this Agreement. We will at all times be the sole owner of the Product.

13. **Accident Reports.** If the Product is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance in the investigation and defense of any Claims. You will promptly deliver to us any documents served or delivered to you, your employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

14. **Return.** By or before the return date on your order, you will return the Product to us free from all damage and in the same condition and appearance as when received by you. If you fail or refuse to return the Product to us, we will have the right to take possession of the Product and for that purpose to enter any premises where the Product is located without being liable in suit, defense, or other proceedings to you.

15. **Late Fee.** If you return the Product to us after the return due date specified on your order, you agree to pay us a late fee equal to thirty percent (30%) of the weekly rental charge per day, per item until the Product is received by us.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No 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.

17. **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.

18. **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 subject to the California Code of Civil Procedure, §§ 1280 et seq., and shall be conducted by a neutral arbitrator. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. 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.

19. **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.

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

21. **Ownership.** All content included on this web site is and shall continue to be the property of Grosh Scenic Rentals, Inc. or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content of any part of the web site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this web site.

22. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the web site. You further agreed that information provided by you is truthful and accurate and to the best of your knowledge.

23. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS WEB SITE, YOUR LEASE OF THE PRODUCT, YOUR USE OF THIS WEB SITE, OR THE CONTENT OF THE WEB SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEB SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

24. **Use of Information.** We reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

25. **Contact Information.**

Grosh Scenic Rentals, Inc.
4114 Sunset Blvd.
Hollywood, California 90029
<http://www.grosh.com>
E-mail: info@grosh.com
Toll Free: 877-363-7998
Fax: 323-664-7526

Grosh Scenic Rentals, Inc.
4631 O'Hara Drive, Suite B
Evansville, Indiana 47711
<http://www.grosh.com>
E-mail: info@grosh.com
Toll Free: 877-363-7998
Fax: 323-664-7526

BY CLICKING ON THE "I AGREE" BUTTON BELOW, YOU AGREE AND ACCEPT TO BE BOUND BY THE ABOVE LEASE/RENTAL AGREEMENT TERMS AND CONDITIONS.