

**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 (collectively, the “**Product**”) provided by Grosh Scenic Rentals, Inc. (“**Us**” or “**We**” or “**Our**”). Please review this Agreement and its terms and conditions carefully.

This Agreement governs renter (“**You**” or “**Your**”) rental of the Product. Your rental of the Product is conditioned on Your acceptance of and compliance with this Agreement. You hereby represent and warrant to Us that You are legally capable of entering into and performing this Agreement. If You rent the Product on behalf of a business, organization, government, or other legal entity, You hereby represent and warrant to Us that You have the authority to legally bind that entity, and Your acceptance of this Agreement will be treated as acceptance by that entity. In such case, “**You**” will refer to that entity in this Agreement.

**BY ACCEPTING THIS AGREEMENT OR SUBMITTING PAYMENT FOR THE RENTAL OF THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU CANNOT RENT THE PRODUCT.**

1. **Indemnity.** 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(s) rented, 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. **Lease Term and Rental Fees.** The lease term and rental fees for the Product rented by You shall be stated on Your order.

4. **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 Product(s) 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

5. **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 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 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 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 4114 W. Sunset Blvd., Los Angeles, CA 90029 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.

6. **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 14 days prior to the scheduled date of shipment are subject to the full rental rate (fee).*

7. **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.

8. **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.

9. **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.

10. **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 Product renting for up to \$200 per week, \$80 per day for Product renting between \$201 and \$400 per week, and \$120 per day for Product renting over \$400 per week.

11. **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.

12. **Arbitration.** **ANY CONTROVERSY, CLAIM, OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL SHALL BE RESOLVED BY BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Los Angeles, California. The arbitration shall be before a single, neutral arbitrator who is a former or retired judge with at least ten (10) years of experience in general commercial transactions and contract disputes. Arbitration may be initiated by any party giving to the other party written notice requesting arbitration, which notice shall also include a statement of the claims asserted and the facts upon which the claims are based. The arbitrator shall not have any power to alter, amend, modify or change any of the terms or provisions of this Agreement. Except as prohibited in this Agreement, the arbitrator shall have the authority to award any remedy or relief otherwise available in a court of law. The award of the arbitrator shall be accompanied by a reasoned opinion. Judgment on any award may be entered in any court of appropriate jurisdiction. Any party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Any party may also, without waiving any remedy under this Agreement, seek injunctive relief from any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. If for any reason a claim proceeds in court rather than in arbitration **YOU AND GROSH WAIVE ANY RIGHT TO A JURY TRIAL.**

13. **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.

14. **Amendment.** We reserve the right, in Our discretion, to make changes to this Agreement at any time by notification to You in writing, provided that Your rental of the Product will be governed by the version of this Agreement in effect at the time of your submission of an order and acceptance of this Agreement, unless such amendment or modification to this Agreement after submission of Your order is mutually agreed in a writing signed by both parties.

15. **Contact Information**

*Grosh Scenic Rentals, Inc.*

4114 W. Sunset Blvd  
Los Angeles CA 90029  
<http://www.grosh.com>  
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16. **Entire Agreement.** This Agreement and such applicable order form constitutes the entire agreement between the You and Us relating to the subject matter herein, and supersedes all prior or contemporaneous representations, communications, and agreements between You and Us regarding the subject matter herein.