

ROSE BRAND TERMS AND CONDITIONS OF RENTAL Revision 10 (Nov 29, 2006)

1. Rose Brand's (RB) **minimum rental charge (MRC) is equal to a one-week price.** There is no minimum rental period. **If the rental is for 1-day, the MRC (one-week) will apply and the goods must be back at the end of the 1-day period or late charges will begin.** The rental period on the contract is to include the outbound and inbound transportation time (not just Renter usage time period.) **RB, at their discretion, may discount the shipping period(s).** A billing week equals 7 days or less. **The 7th day ends at 12:00 noon, RB local time.** Multi-week rental discount (if applicable) starts on 8th day. **Rental charges apply whether the Renter uses the rented items as intended or not. Items not picked up or not cancelled at least 24 hours prior to shipping are deemed rented and immediate full payment is required.**
2. Orders not returned by 12:00 noon on the date specified on the Rental Order will be deemed late. **Late rentals will accrue charges until returned and lose rights to any previous time discounting that may have been applied to the order (ie, any shipping time or multi-week discounts – renter will be charged, at full price, for entire period the rental was out.)** Renter agrees to pay all late charges and for any loss of income to RB resulting from late return.
3. **All items must be returned in person or shipped at the Renter's sole cost and expense, including the carrier's insurance for full value of the items. All items are to be returned to the shipping address of origin unless stipulated otherwise, in writing, by RB, on the Acceptance & Contract documents or additional charges will apply.** Renter agrees to be liable for the difference between the insurance coverage purchased from the carrier and any deductible on the carrier's or the Renter's insurance. Acceptance by RB of items shipped by the Renter does not constitute acceptance of the condition of the rented items and is not a waiver by RB of any claims it may have against the Renter, nor a waiver of claims for latent or patent damages to the equipment. All returned items are received subject to final inspection.
4. **The Renter hereby assumes full responsibility for the equipment rented and agrees to compensate RB to the extent of the full value of any and all item(s) of said equipment not returned or returned in a damaged condition, due to any cause whatsoever.** Renter further agrees to compensate Rose Brand for lost rental income as a result of late return and/or; repair or replacement of damaged equipment and/or; replacement of lost equipment. **RB must be notified of any existing damage (not noted on the contract), within 24 hours of receipt of goods,** otherwise damage will be assumed to have occurred while in Renter's possession.
5. **If the Renter has any questions concerning the handling of the rental item(s), please call RB for advice. Renter may not pin, tack, staple, nail, tape, glue, mar or stain any drapery or drop. Drapes must remain dry at all times,** exposure to any liquids or very high humidity may have an adverse effect on the fabric. **Drapes may not be modified by the Renter in any manner, including but not limited to painting and/or cutting.** Returned drapes that are soiled in any way will be cleaned and retreated for flame retardancy at rate of **\$50 handling + 1.25 per sq foot for the entire drape or time and materials for spot cleaning (if possible).** Drapes that cannot be cleaned or have other damage will have the entire affected width of fabric removed and replaced. Hardware will be repaired wherever possible for parts + labor. If damage to any kind of equipment cannot be repaired to RB's satisfaction, the Renter will be responsible for the full replacement cost of the piece(s). Renter **may** be given the option to buy some or all of the damaged goods "**as is**" in which case said piece(s) must be paid for, in full, and picked up within one week of notification by RB. After one week RB may dispose of the goods at their discretion without any further contact with Renter. Failure to respond to calls from RB and/or to pickup goods does not release Renter in any way from responsibility for all associated missing, damaged, and/or late charges. Deposits are held until the rental has been fully checked in or 2 weeks has passed, whichever comes first; large orders should expect a longer check-in period. If you have specific needs with respect to check-in, please notify salesperson, RB will **try** to accommodate this.
6. **Damage charges, assessed after inspection, are due immediately and are in addition to rental charges.** If a pre-rental deposit was required, damages will be deducted and the balance, if any, returned to the Renter. If damage exceeds the amount of the deposit, the Renter is responsible to pay all additional charges immediately.
7. In the event that the Renter fails to return the item(s) when due, or fails to abide by the other terms of this contract, RB may repossess the item(s) without notice to the Renter and is released from any and all claims arising there from. Renter will pay for all expenses incurred in connection with such repossession.
8. RB is not responsible for accidents or injuries caused directly or indirectly by the use of the rented item(s). Renter assumes all risk in the use and operation of the rented item(s) and shall be responsible for providing proper safety devices and equipment to safeguard users of, operators of, and/or audience members in the vicinity of the equipment herein rented. The Renter is further responsible for the proper installation of the equipment in safe and adequate facilities, in order to comply with Federal, State, and Local laws or regulations, and all industry standards.
9. **Drapes have been flame-treated but are not to be construed as flameproof. They are NEVER to be used in the vicinity of any kind of flame or pyrotechnic device. They must be kept sufficiently distant from heat sources such as stage lights or space heaters to preclude scorching and/or burn-through.**
10. The acceptance of any rent or payment, or any portion thereof, after a default by the Renter shall not be deemed to operate as a waiver of RB rights to enforce the payment of rent or other payment herein provided for or to terminate this agreement and recover possession of its equipment. The failure to insist upon strict compliance with the terms and conditions of this agreement, even after a breach of any provision after default, shall not be construed as a waiver of any of RB's rights under this agreement.
11. The Renter agrees to pay all reasonable attorney's fees and costs incurred by Rose Brand in protecting its rights of property under this agreement, or in any action or proceeding against the Renter.
12. The Renter shall not remove the equipment from the address herein above set forth without first having notified RB and obtained from RB a written consent for such removal. Should the equipment be part of a touring show, the Renter must provide a detailed itinerary for the show, including dates, contact person, and all locations at which the equipment will be used. Any changes to this itinerary must be communicated to RB, in writing.
13. Renter is responsible for registration (carnet) of all rentals going out of the continental limits of the United States and for customs clearance upon return to this country. Renter must make all arrangements and bear all costs for the services of a customs broker. No allowance will be made for time lost due to improper documentation, strikes or delays in transit.
14. It shall be lawful for RB representative's at all reasonable time to enter the premises where the equipment is kept for the purpose of viewing the condition of said equipment.
15. The Renter shall not re-lease, loan or otherwise permit the equipment to be used by any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the Renter or its employees.
16. **The rented equipment is and shall remain at all times the sole and exclusive property of RB. The Renter agrees not to remove or cover the tag or nameplate on the equipment showing ownership by RB.**
17. It is understood that the rental price does not include New York City or Los Angeles sales tax, one of which is to be added to invoices as they become due. **Exemption from sales tax will be allowed only for shipments via common carrier into states other than New York or California, or presentation of a fully executed New York State or State of California resale or tax exempt certificate PRIOR to the commencement of the rental.**
18. This agreement contains the entire understanding between the parties and may not be modified except by another agreement in writing signed by both parties to this agreement.

Customer Signature (& Printed Name)

Date

RB Order Number & Customer ID