

Furniture & Accessories Rental Agreement

Castle Antiques Inc. ("Lessor") hereby agrees to rent items and/or provide furniture rental services to _____ ("Lessee") from time to time, upon the following terms and conditions.

1. **Separate Rental Agreement Not Required.** Lessee agrees that all rented item(s) shall on the terms and provisions set forth herein, that a separate agreement need not be executed each time Lessee rents furniture from Lessor or purchases printed items; and that execution by Lessee of the statement acknowledging delivery ("Delivery Receipt") of the rented property shall automatically make any such subject to the terms and provisions hereof.
2. **Charges.** All charges for the rental of furniture or the purchases of items to be printed by Lessor or the price to be charged for the outright purchase of items shall be based upon the most current prices of Lessor. Prices are subject to change by Lessor without notice to Lessee.
3. **Terms of Payments.** Invoices will be rendered by Lessor the day following receipt of the items by Lessee and unless other terms are imposed by Lessor at the time Lessee places its order, amounts billed are due and payable on the last day of each rental term. Lessee will furnish Lessor valid credit information and unless otherwise indicated by Lessee the card on file will be used to pay rental charges due upon end of each term. A service charge of 1.5% per month will be imposed on all amounts paid after thirty (30) days from date of invoice.
4. **Terms of Rental.** All rentals and charges therefore are for a period of one (1) week (seven days) ("Initial Rental Term") unless otherwise agreed upon the time the order is placed by Lessee. The day the items are picked up by the Lessee is the first day of the initial Rental Terms. Items not returned by the close of the business at the expiration of the Initial Rental Term or any Extended Rental Terms, are subject to further rental charges for the additional minimum periods of one (1) week each ("extended rental term"). Unless Lessee indicates intention to return items upon expiration of the term, the rental agreement is deemed renewed and is automatically enforced for another term.
5. **Production Rentals.** Production rentals are available upon request of Lessee only if the order is placed for the requested items. Production rentals will be billed at the price set forth in Lessors Price List as follows: Initial Rental Term (1st week) -20% of full price: First Extended Rental Term (2nd week) -50% of charges for Initial Rental Term: Second Extended Rental Term (3rd week) – 50% of charges for First Extended Rental Term; Third Extended Rental Term (4th week) – no charge/free rental. Rental terms are on a four-week cycle, should rental be extended after the fourth week, rental terms would revert back to the Initial Terms and all the other terms thereafter.
6. **Cancelled Orders.** If after an order is submitted by Lessee and Lessor prepares the time(s) for pickup. Lessee cancels all or part of the order. Lessee shall be required to pay a restocking charge of 25% of the rental to be charged for the Initial Rental Terms for each such cancelled item.
7. **Lost or Damaged Items.** Lessee shall be required to pay for all items lost, stolen or damaged beyond repair by any cause as whatsoever, within thirty (30) days after date of invoice based upon the value of each such item as set forth on the rental sheet thereof. In lieu of payment for items lost, stolen, or damaged beyond repair, Lessee is liable to pay full amount of item as listed in the original invoice. Lessee shall pay the cost of the repair of all items which are damaged by capable of being repaired. Amounts due pursuant to this Paragraph not paid within thirty (30) days of invoice shall be subject to a service charge of 1.5% per month. Lessee shall be responsible to Lessor for the full replacement costs, without depreciation, or repair costs of all items leased which is lost, stolen or damaged. In the event the items until Lessee has paid for the damaged, lost or stolen items. Loss of use shall be determined by the actual loss sustained by Lessor. Accrued rental charges shall not be applied against the purchase price or cost of repairs of the lost, stolen or damaged items.
8. **Responsible for Items.** Lessee assumes all responsibility for rented items while in this possession and promises to return the same to Lessor in as good conditions as when received. Lessee will immediately discontinue use of any item should it at any time become unsafe or in a state of disrepair. Further, Lessee will immediately notify Lessor that such item is unsafe and in disrepair and until such time as Lessor has obtained possession of such item, Lessee agrees to take all steps reasonable necessary to prevent further damage to the item and to prevent injuries to any person and property from such item. From the time Lessor takes delivery of the furniture leased, until the items is returned to Lessor during normal business hours and Lessor accepts the furniture. Lessee assumes all risks of loss and responsibility for any damage Lessee causes to the items, property or person (s), including but not limited to all risks and losses while in transit, while at all locations, while in storage and while on Lessee's premises.
9. **Indemnity and Hold Harmless.** Lessee expressly agrees to indemnify, defend and hold lessor, its affiliates, and their respective officers, directors, employees, and owners (collectively, the "indemnified Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorney's fees) incurred by an Indemnified Party in connection with any breach by you of these Terms and Conditions. Lessor reserves the right, as its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Lessor's defense of such claim.
 - Lessee will take all necessary precautions in regard to the use of the items rented to protect all persons and property from injury or damage. The items leased shall be used only by Lessee's employees or agents qualified to use items.
 - Lessee warrants that it will not sub-rent any of the items leased without prior written consent of Lessor.
 - All items are used at Lessee's expense.
10. **Insurance.** Lessee shall submit copy of valid and fully enforced insurance to Lessor. Lessee shall at its own expense, maintain at all times during the lease all risk perils insurance covering the items rented from all sources (items rental floater) for full replacement cost, except vehicles (see below), and for loss of use (rental value) of the items. Coverage shall begin from the time Lessee or its agents take delivery of the items rented and continue until the time the items is returned and accepted by Lessor. Further, coverage shall begin as soon as the Lessee takes possession of the items from the Lessor's premises and upon full return of items to Lessor's premises. Such insurance shall be on a worldwide basis, name Lessor as the loss payee for loss or damage to the items rented and cover all risks of loss of, or damage to the items. Limits of insurance coverage shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.00.
 - Lessee shall, at its own expense, maintain business motor vehicle liability insurance, including coverage for loading and unloading items, and hired motor vehicle physical damage insurance, covering owned, non-owned, hired, and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include the perils of "comprehensive" and "collision". Lessor shall be named as an additional insured with respect to the liability coverage, and as a loss payee on the hired motor vehicle physical damage coverage. The insurance shall provide no less than \$1,000,000.00 in combined single limits liability coverage and actual cash value for physical damage coverage.
 - Lessee shall, at its own expense, maintain worker's compensation/employer's liability insurance during the course of the items rental with minimum limits 1,000,000.00.
 - Lessee shall, at its own expense, maintain commercial general liability insurance which includes coverage for independent contractors and contractual liability coverage, specifically referring to this Agreement and to the hold harmless agreement, contained herein. Said insurance shall name Lessor as an additional insured and provide that said insurance is primary coverage with respect to all insured, the limits of which must be exhausted before any obligation arises under Lessor's insurance. Such insurance shall remain in effect during the course of the rental, and shall include the following coverage: broad from contractual liability, personal injury liability, personal injury liability. Such insurance shall provide general liability aggregate limits of not less than \$2,000,000.00 (including the coverage specified above) and of not less than \$1,000,000.00 per occurrence.
 - All insurance maintained by Lessee pursuant to the foregoing provisions shall be issued by a insurance carrier authorized to business in the State of California.
 - Lessee shall provide lessor with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Lessee pursuant to the foregoing provisions.
 - Before obtaining possession of the items rented, Lessee shall provide to Lessor a Certificate of Insurance and applicable endorsements confirming each of the coverage specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.
 - Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Lessor upon the request with satisfactory evidence of the insurance. Lessor may but shall not be obliged to procure the insurance and Lessee shall reimburse Lessor on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement.
 - The grant by Lessee of a sub-rental of the items leased shall not affect Lessee's obligation to procure insurance on behalf or Lessor, or otherwise affect Lessee's obligations under this agreement.
 - Lessee hereby agrees to strictly comply with the laws of the state in which the items rented is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such items. Lessee warrants and represents that it is fully aware of any and all dangers and risks, patent as well as latent, involved in the use, transportation and handling of the items rented.
11. **Express and Implied Warranty Disclaimer.** Lessee acknowledges and agrees that lessor provides no warranties, express or implied, that items being rented or purchased are merchantable or fit for a particular purpose. Lessor shall not be liable for any incidental or consequential damages of any nature or for any reason.
12. **Orders and Pickup.** Orders for printing and manufacturing services or rentals need not be in writing regardless of the term, the number of the items, or the charges therefore Lessor and Lessee agree that orders submitted by Lessee orally shall be valid a binding upon Lessee. At the time of pickup of the items ordered, Lessee, or its agent, representative or employee shall be required to sign a Delivery Receipt for the same.
13. **Legal Expense.** Lessee will reimburse Lessor for all fees of attorneys or collection agencies, or all expenses, costs and charges paid, or payable to a third persons or suffered or incurred by Lessor in attempting or affecting protection, preservation or recovery of any items rented to Lessee or for enforcement of any provision hereof, whether or not legal action be instituted.
14. **Sole Agreement.** This agreement contains the sole agreement between the parties hereto representing the subject matter hereof. There is no other representation, warranties or agreements of any kind or nature other than those expressly set forth herein.
15. **No Waiver.** None of the terms, conditions, covenants, or provisions of this Agreement can be waived by either party except by appropriate written instruments. The waiver by either party of any breach of any term, condition, covenant or provision herein contained shall not be deemed a waiver of the same of any other term, condition, covenant or provision herein contained, or of any subsequent breach of the same or any other term, condition, covenant or provision herein contained.
16. **Terms of Lessee's Purchase or Rental Orders.** If Lessee shall submit a Purchase Order or Rental Order for an item or items and if the terms thereof should be in conflict with the terms hereof, the parties agree that the terms of this Agreement shall prevail.
17. **Governing Law, Consent to Personal Jurisdiction.** This Agreement shall be governed by, and its provisions construed to be in compliance with, the laws of the State of California The parties agree that venue for purposes of construing or enforcing this Agreement shall be proper in Los Angeles County, California.

By signing on the line below lessee agrees to the terms and stipulated in this Rental Agreement

Name _____
Production Title _____

Signature _____
Date _____