
TERMS & CONDITIONS OF RENTAL AGREEMENT



PLEASE READ CAREFULLY.

YOU ARE LIABLE FOR OUR EQUIPMENT FROM THE TIME IT LEAVES OUR YARD UNTIL THE TIME IT IS ALL RETURNED TO US

INDEMNIFICATION AND LIABILITY: The Company, Arena Drapery Rental, LLC ("ADR"), is not responsible for accidents or injuries caused directly or indirectly by the use of the rented item(s). Customers/Renters/Lessee/ Clients ("You") must carry their own liability insurance that fully indemnifies and hold harmless ADR against any and all possible claims, including without limitation, reasonable attorneys fees and court costs. **IMPORTANT NOTE: You represent that you have qualified and experienced personnel to handle the equipment and all equipment is rented with the understanding that you are thoroughly familiar with the safe and proper use and application of the product. All responsibility for the usage rests with you.** You agree to assume the entire responsibility, risk of loss, and all liability for losses, damages, and claims arising out of acts of negligence by you or your employees, agents, or representatives and you shall indemnify and hold ADR / Arena Drapery Rentals, LLC, Inc., its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including, without limitation, costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property arising out of or in connection with negligence by you or your employees, agents, or representatives. You agree to assume full responsibility and liability for the safekeeping and return to Arena Drapery Rentals LLC premises of the equipment herein rented. Said equipment is used at your sole risk and you assume sole and complete responsibility for the installation, operation and uninstall activities and use of the equipment during the entire period from possession to return of equipment. You will indemnify Arena Drapery Rentals LLC from any claim arising against Arena Drapery Rentals LLC during this period or any subsequent Rental from ADR. You agree that Arena Drapery Rentals LLC responsibility for the care and handling of the equipment ends when the equipment leaves our shop or truck and does not resume until it is back in the shop or truck. You shall show proof of adequate insurance to cover this rental and any associated liability per the following paragraph.

LOSS OF OR DAMAGE TO EQUIPMENT: You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damage to or loss of the Equipment caused by our sole negligence or willful misconduct. You are also responsible for loss of use and you shall fully compensate us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents acting for you who are qualified to use the Equipment. We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent you have disclosed to us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.

PAYMENT: The person placing orders with Arena Drapery Rental, LLC (hereafter know as ADR) and/or signing the agreement is presumed to be acting with the authority and on the responsibility of the you. Payment in full is expected and due upon receipt of the rented item(s) unless otherwise noted in writing. You are liable for all applicable taxes. Prices are quoted and payment is expected in US Dollars. A Copy of this Terms & Conditions of Rental Agreement is posted at www.arenadrapery.com. **Whether rented item(s) are picked up or are shipped, receipt of goods or payment is considered binding acceptance of the Terms and Conditions of Rental Agreement in lieu of signature.** If you fail to pay any portion or installment of the total fees payable hereunder you otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, we shall have the right, at our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to our later assertion of its right to cease such performance at any time so long as such Default has not been cured. In the event of non-payment of rental or damage charges, you agree to pay any and all collection costs incurred to collect the amount due including reasonable attorneys fees and court costs.

INSURANCE: You must provide, through your insurance carrier, a current Certificate of Liability Insurance, containing loss payee and applicable endorsements, naming Arena Drapery, LLC rental as additional insured. This documentation must be received prior to any equipment release. You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) loss of use of the Equipment, from the time the Equipment is picked up by you or a shipper at our place of business or placed upon a common carrier for forwarding to you, as applicable, until the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis and shall name Arena Drapery Rental LLC as an additional insured and as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. **The Property Insurance shall be primary coverage over our insurance.** You shall, at your own expense, maintain worker's compensation/employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000. You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement (and may extend beyond a single rental from Arena Drapery Rental LLC in the case of regular Customers), and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence. You shall, at your own expense, maintain business motor vehicle

liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment 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 "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under our insurance. All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. Should you fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide us upon request with satisfactory evidence of the insurance, we may, but shall not be obliged to, procure the insurance and you shall reimburse us 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 you of a sublease of the Equipment rented/leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions. **Arena Drapery Rental, LLC must be named as Additional Insured and Loss Payee on this policy. Certificate should read: "Certificate holder is named as Additional Insured and Loss Payee. We agree to indemnify and defend Certificate holder's interest in the named coverage as their interest may appear." Certificates should be faxed or emailed, and the original mailed, to our accounting department. The fax number is 404-506-9472. The email for accounting is anne@arenadrapery.com. The mailing address is Arena Drapery Rental LLC, 541 Tenth Street NW, PMB 266, Atlanta GA 30318.**

MISSING AND/OR DAMAGED EQUIPMENT: If shortages are discovered when equipment is returned you will be provided with a Missing Equipment Report. If not returned within a reasonable period (at the discretion of Arena Drapery Rental, LLC), you will be invoiced for the replacement cost of property. Charges for repair and/or replacement of damaged equipment will be determined by Arena Drapery Rental, LLC. If rented item(s) are damaged or not returned, the renter is wholly responsible and must remit payment for repairs/replacement upon receipt of the invoice. Tape, liquids, grease marks, stains, rips, and steamer marks all can be difficult or impossible to clean or repair. You must pay for damages immediately. **DAMAGE CHARGES ARE IN ADDITION TO RENTAL COST.** You are fully responsible for any loss or damage to rental item(s) while not in the possession of ADR, including but not limited to cleaning, reflate retarding, and repair of rental item(s). All repair costs will be billed at a minimum of 100% of replacement or repair cost (which will include any applicable shipping) and are the responsibility of the client. All labor charges incurred will be the responsibility of the client. **VALUATION OF LOSS/OUR LIABILITY IS LIMITED.** Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair cost of the Equipment (if the Equipment 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 calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which we are responsible, our liability will be limited to the contract price and **WE WILL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.** You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment. This agreement constitutes an Agreement or bailment of the Equipment 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 Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment. You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or 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, repairs, or parts for the Equipment, except as otherwise specially agreed or as may be within the course and scope of employment by you. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us. We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: *Property of Arena Drapery Rental or ADR.* You will not remove, obscure, or deface the inscription or permit any other person to do so. You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of the Equipment. If any of the Equipment 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 applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

DELIVERY & PICKUP: All equipment rentals are F.O.B. Atlanta, GA. Delivery and pickup services are offered by Arena Drapery Rental, LLC in the Atlanta area depending on availability of trucks and/or drivers. Charges will be quoted and determined by travel distance, day of the week, and time of day. Delivery and pickup charges will be billed accordingly. All shipping must be arranged and paid for by you. A Copy of this Terms & Conditions of Rental Agreement is posted online at www.arenadrapery.com. **Whether rented item(s) are picked up or are shipped, payment is considered binding acceptance of the Terms and Conditions of Rental Agreement in lieu of signature.** You agree that item(s) shipped by ADR are to be shipped to the renter freight charges and insurance collect and returned to ADR freight and insurance charges prepaid. If the rented item(s) are damaged or destroyed in transit, you agree that you are liable for the difference between the insurance coverage purchased from the carrier and the repair/replacement cost(s) of the damaged/destroyed rented item(s). Receipt and acceptance of rented items, returned by the you personally or by agent or carrier, merely constitutes return of the rented items. It does not absolve you of responsibility for returning rented item(s) in the same condition in which it/they were rented.

RENTAL PERIOD: All rentals and their base prices are based on a 7-day week. Late charges will be added for equipment not returned within the rental week. All rentals are based upon actual days out of ADRs possession. Rentals are expected to be back in the shop on the dates specified in the contract. All rental charges are based upon the time that the item(s) are in the possession of the renter be it one day or seven whether the rented items are used or not. Upon the expiration date of this Agreement with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you. Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the monthly rental, security deposit, and stipulated loss value of the additional Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both

parties. In the event that the renter fails to return the item(s) when due or fails to abide by any of the other terms of this contract; ADR may repossess them without notice to you and is released from any and all claims arising there from.

EXTENDED RENTAL: You may not extend the rental without prior written permission of Arena Drapery Rental LLC. In the event that the rental period is extended beyond the initial return date, you must remit the additional rental fees immediately. If no notification is given and approved, you will be billed for the extension at full price day rates for the first two (2) weeks and if the rented goods are still not returned after the two weeks you will be billed for the goods at the retail sale price.

DEFECTIVE CREDIT: It is agreed that this warranty shall be in lieu of all warranties of fitness and in lieu of the Warranty of Merchantability. ADR warrants that any product delivered to the renter is within industry standards for such products. No other express warranty is given and no words or actions of ADR or its representatives will constitute a warranty or fitness for an intended use.

LABOR: Arena Drapery Rental, LLC labor is only available with the rental of ADR equipment. Arena Drapery Rental, LLC reserves the right to use independent subcontractors at any time. Any labor quoted herein is only a good faith estimate based on information provided by you. Labor will be billed on actual personnel and time utilized. Day rates are 10 hours straight time. Holidays and extended hours may be at increased hourly rates and will be billed accordingly. Should you make changes to schedules or create conditions that prevent Arena Drapery Rentals LLC provided labor to stay on schedule then additional charges for labor, including overtime and special rates, will be incurred by you and you will be billed for any additional labor costs caused by decisions you made. Unless specified separately in writing, all labor provided by Arena Drapery Rentals LLC will be under the direction and supervision of you. Unless otherwise agreed by Arena Drapery Rentals LLC in writing, Arena Drapery Rentals LLC does not assume any responsibility or liability for the design or engineering specifications, drawings and plans used to install and configure the equipment leased by Arena Drapery Rentals LLC to you, and you agree to indemnify and hold Arena Drapery Rentals LLC, its owners, employees, contractors and representatives harmless from and against all losses, injuries and liability to 3rd parties arising out of any defects in any such designs, engineering specifications, drawings and plans, Customer decisions etc.

QUOTES: Quotes are valid for 10 days only.

RENTAL CANCELLATION FEE: 48-hour notice of cancellation required for rental equipment. Fee of 30% of rental equipment charge incurred if ADR is not given 48-hour notice. Some rental equipment may have additional cancellation charges.

ENTIRE AGREEMENT: This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties. This Agreement will be deemed to be executed and delivered in Atlanta, Georgia, and governed by the laws of the State of Georgia. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Atlanta, Georgia. 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.

FACSIMILE/SCANNED SIGNATURE. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

Authorized Signature: _____ Date: _____

Printed Name: _____ Company: _____

Phone: _____ Address: _____