



Rental Agreement Terms and Conditions

1. LESSEE agrees to defend, indemnify, and hold harmless GOLD ROOM PROPS LLC (GRP) against any claims, liability, loss, costs, damages, expenses, or demands arising directly or indirectly out of or in connection with the props rented or out of operations conducted by LESSEE, its agents, servants, contractors, representatives, guests, invitees, or customers, including, but not limited to, active and/or passive negligence, save and except claims or litigation arising through the sole negligence or sole willful misconduct of GRP.
2. LESSEE is considered to have taken DELIVERY of the props, and assumes all risk of loss from the time the props are released to the LESSEE. From the time LESSEE takes DELIVERY of the props rented, until the props are returned to GRP, the LESSEE accepts total responsibility, including, but not limited to all risks and losses while in transit, at all locations, while in storage, and while on LESSEE's premises.
3. LESSEE will take all necessary precautions during the progress of its work, including the use of the props rented to it by GRP to protect all persons and property from injury and damages. Only LESSEE's qualified employees or agents shall use or handle the props.
4. LESSEE warrants that it will not sublease or lend any of the props rented to another party. If LESSEE does sublease or lend any of the props rented to another party, both parties will be obligated to GRP for full rental cost until the props are returned to GRP. In the event that there is loss or damage during this period, the LESSEE will be fully responsible, regardless of any agreement that the LESSEE might have with the other party.
5. LESSEE agrees that it will not alter the props in any manner without prior written consent from an authorized GRP agent. Should the props be altered, LESSEE takes full responsibility for any cost associated with returning the props to their prior condition.
6. LESSEE acknowledges that the props are rented without warranty or guarantee, except as permitted by law. GRP has tested the props in accordance with reasonable industry standards and found them to be in working order, and, to the extent the LESSEE has disclosed to GRP all of the intended use of the props, it is fit for the intended purpose.
7. LESSEE understands that the props rented from GRP are set dressing and décor. They are not to be rented or used with any other purpose.
8. LESSEE shall, at its own expense, maintain at all times during the rental all risk perils insurance covering the props rented from all sources (equipment rental floater), for full value listed on the invoice, except vehicles (see below), and for loss of use (rents) of the props while being repaired. Coverage shall begin from the time LESSEE or its agents takes DELIVERY of the props and continue until the time the props are returned to and accepted by GRP. Such insurance shall be on a worldwide basis, shall name GRP as the Loss Payee for loss or damage to the property rented and shall cover all risks of loss of or damage to the props. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.
9. LESSEE shall, at its own expense, maintain business automobile liability, including coverage for loading and unloading props, and hired auto physical damage insurance covering owned, no-owned, hired, and rented vehicles. Coverage for physical damage shall include the perils of "comprehensive" and "collision". GRP shall be named as an additional insured respecting the liability coverage and as loss payee on the hired auto physical damage coverage. The insurance shall provide no less

than \$1,000,000 in combined single limits and actual cash value, less \$1,000 deductible for physical damage on comprehensive and collision coverage.

10. LESSEE shall, at its own expense, maintain workers' compensation/employer's liability insurance during the course of the prop rental with minimum limits of \$1,000,000.
11. 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 herein. Said insurance shall name GRP 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 an obligation arises under GRP's insurance. Such insurance shall remain in effect during the course of the lease, and shall include the following coverages: broad form contractual liability; personal injury liability, completed operations, and products liability. Such insurance shall provide general aggregate limits of not less than \$2,000,000 (including coverages specified above), personal injury, and advertising injury of not less than \$1,000,000, and per occurrence limits of not less than \$1,000,000.
12. All insurance maintained by LESSEE pursuant to the foregoing provisions shall be issued by an insurance carrier authorized to do business in the State of California with a BEST rating of A- or higher.
13. All insurance maintained by LESSEE pursuant to the foregoing provisions shall contain a waiver of subrogation against GRP.
14. LESSEE shall provide GRP with 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.
15. Before obtaining possession of the props rented, LESSEE shall provide to GRP a Certificate of Insurance and applicable endorsements, including additional insured and loss payee endorsements confirming each of the coverages specified above. An authorized agent or representative of the insurance carrier shall sign all Certificates of Insurance.
16. Should LESSEE fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide GRP upon request with satisfactory evidence of the Insurance, GRP may, but shall not be obligated to, procure the insurance, and LESSEE shall reimburse GRP on demand for its cost. Lapse or Cancellation of the required insurance shall be an immediate and automatic default of the agreement.
17. If the account is on a COD basis, LESSEE agrees to provide GRP with a check or credit card authorization for the amount of the deductible of the insurance policy submitted. In doing so, LESSEE agrees that GRP will hold this security deposit until all props are returned and GRP has determined that there is no damage. LESSEE further agrees that should there be damage or the props are not returned, GRP is fully authorized to deposit the check or execute the credit card authorization submitted as full or partial payment.
18. If the account is on NET TERMS basis, LESSEE agrees that if there is damage or loss, they will pay the full amount of the damage or loss immediately to GRP. The LESSEE has full responsibility for any claims to be made with the insurance company. This includes any waiting period for the payment from the insurance company. Should it be decided that the insurance company is not going to pay the LESSEE for whatever reason, this will not have any bearing on the responsibility of the LESSEE to GRP for full payment.
19. LESSEE hereby agrees to strictly comply with the laws of the state in which the props are transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of the props. 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 props leased and shall assume responsibility for any accident, damage, or loss, including death, resulting from the transportation and/or use of the props rented herein.
20. LESSEE assumes all obligation and liability with respect to the possession of the props and for its use, condition, and storage during the term of this agreement. LESSEE will, at its own expense, maintain the props in good working condition and running order, if applicable. The rent on the props will not be abated or probated while the props are being serviced or repaired for any reason. GRP will not be responsible to provide service, maintenance, repairs, or parts for the props, 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 any previously approved alterations with respect to any of the props will become part of the props and will be owned by GRP.

21. LESSEE is responsible to GRP for the value denoted on the invoice, without depreciation or repair cost of all props that are lost, stolen, or damaged. In the event the props are lost or stolen, LESSEE shall file a police report and promptly provide GRP with a copy of said report. GRP shall be under no obligation to replace or repair. In the event that the props are not returned, the rental fees for the props shall continue to accrue until LESSEE has paid for the lost, damaged, or stolen props or until repairs are completed. GRP's determination whether the damaged props shall be replaced or repaired shall be conclusive. LESSEE will pay for props deemed beyond repair by GRP at the value denoted on the invoice.
 22. LESSEE hereby agrees GRP shall be subrogated to any recovery rights LESSEE may have for damage to the props in the form of insurance protection for such damage.
 23. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged, lost, or stolen props.
 24. Should LESSEE use any third party to transport, LESSEE takes fully responsibility and liability for props while off GRP premises. This includes any loss or damage, and/or any additional week rental charges applicable. LESSEE agrees to immediately pay GRP for any of these charges and will be fully responsible for any claims against the third party. This includes any waiting time for the payment from the third party. Should it be decided that the third party not be responsible to the LESSEE in any way, this will not have any bearing on the responsibility of the LESSEE to GRP.
 25. LESSEE agrees not to reproduce or to use the design of property belonging to GRP to create new merchandise without prior written consent from GRP management.
 26. Unless provided otherwise in writing, accounts unpaid on the thirty-first calendar day after the invoice date shall be subject to a finance charge at an annual interest rate of 18.8% until the invoice is paid in full. In states where LESSEE may be assessed at a maximum annual percentage of less than 18.8%, the finance charge shall be at the maximum rate allowed by that state's laws. Any invoice unpaid by LESSEE for more than ninety days shall be deemed in default and may, at the option of GRP, be referred for collection. In the event a LESSEE account, or any part thereof, is referred for collection, the LESSEE agrees to be responsible for all costs of collection, plus the applicable finance charge.
 27. Clearance – It is the responsibility of the LESSEE to submit a written request for clearance of any pictures, images, logos, graphics, etc. By not obtaining signed permission, LESEE assumes all legal responsibility and is liable for all monetary claims that arise from usage. Oral clearance is not valid or binding.
 28. LESSEE hereby agrees to pay all of GRP's attorneys' fees and costs in having to enforce the Terms and Conditions of this Agreement.
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GOLD ROOM PROPS LLC and LESSEE agree to the above Terms and Conditions

DATE:

LESSEE OR PRODUCTION COMPANY NAME:

SET OR SHOW NAME:

RENTAL DATES:

- TO -

INVOICE NO.:

GOLD ROOM PROPS LLC REPRESENTATIVE AUTHORIZED LESSEES REPRESENTATIVE

I accept delivery, agree to the terms listed, and have authority to enter into this agreement on behalf of the LESSEE

Print Name:

Print name:

Signature:

Signature:

GOLD ROOM PROPS LLC

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