

LEASE/ RENTAL AGREEMENT TERMS & CONDITIONS

Please Read Carefully.

This Lease/Rental Agreement Terms and Conditions (“Agreement”) specifies the terms and conditions for the rental of theatrical curtains, backdrops and draperies offered by TheatreWorld Backdrops, LLC (“TheatreWorld”). Please review this Agreement and its terms and conditions carefully.

1. **Indemnity.** To the fullest extent legally permissible in your State, the Lessee/Renter (“The Customer”) agrees to defend, indemnify, and hold TheatreWorld 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 products rented/leased (“Product”), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim or as a result of your breach of any terms of this Agreement, except as the result of our sole negligence or willful act. In the event that the enforcement of this Section against customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

2. **Loss or Damage to Product.** To the fullest extent legally permissible in your State, the Customer is responsible and agrees to indemnify and hold TheatreWorld harmless 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 The Customer’s premises, including but not limited to warehouses, storage areas, theatres, rehearsal halls, auditoriums either owned by The Customer or rented, contracted, leased or used in any way by The Customer, with the exception that The Customer shall not be responsible for damage to or loss of the Product caused by TheatreWorld’s sole negligence or willful misconduct. Loss or delay in shipment and The Customer’s damages as a result of such delay shall be at The Customer’s sole risk. The Customer is also responsible for loss of use of the Product during the time it is being repaired or replaced, as applicable, as set forth in more detail below. In the event that the enforcement of this Section against customer would violate any federal or state law, rule, or regulation, this section will be deemed amended to the extent necessary to make it enforceable.

3. **Lease Term and Rental Fees.** The lease term and rental fees for the Product rented/leased by The Customer shall be stated on The Customer’s order.

4. **Blanket Rental Agreement.** From time-to-time on a continuing basis, TheatreWorld will rent/lease our Products to The Customer. As to each and all such Products rented/leased by The Customer, The Customer agrees to be bound by all of the terms and conditions of this Agreement. For each rental, the following items shall be specified on The Customer’s order and/or on TheatreWorld’s confirmation of The Customer’s order:

- a. Term of the lease/rental.
- b. Identity of the Product.
- c. Lease/rental rate.

d. Item conditions.

5. **Rental Fees.** The following additional fees are subject to change without notice and shall apply to each order placed with TheatreWorld:

a. **Reservation Fee.** In order to hold the Product to be rented/leased by The Customer, TheatreWorld requires a *non-refundable* Reservation Fee of \$100.00 per item. Reservation fees are fully credited to Product rental/lease fees on any and all non-cancelled orders. Reservations may be scheduled up to 18 months in advance of the Scheduled Event Date. For all credit card and online rentals, the full balance of the order will be charged on the credit card provided at the time of the order being placed, unless the Scheduled Event Date is more than one hundred and eighty (180) days out. If the Event Date is more than one hundred and eighty (180) days out, **ONLY** the One Hundred Dollar (\$100.00) per item non-refundable Reservation Fee will be charged (unless The Customer prefers to pay in full). The remaining balance will be charged to the same provided credit card Sixty (60) days preceding the Event Date. We accept all payments by e-check, debit card, or credit card (VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER).

b. **Shipping and Handling Fees.** TheatreWorld will normally ship all items via UPS using the most cost effective three (3) business day routing unless otherwise requested by The Customer. Holiday and Christmas backdrops will be sent by the most cost effective two (2) business day routing unless otherwise requested by the customer. TheatreWorld shipping charges include: product shipping to The Customer and The Customer returning the Product to TheatreWorld via the label provided by TheatreWorld; insurance covers the Product replacement or repair only should the Product be damaged or destroyed by UPS. The Customer agrees to provide TheatreWorld with the name of the person or shipping agent who will receive your order and the exact address where the order will be accepted. The Customer is also responsible for returning the Product back to TheatreWorld by The Customer's Contract Return Date. All return shipments must be returned to TheatreWorld Backdrops, 110 Dunbar Avenue, South, Suites A&B, Oldsmar, FL 34677. **WARNING: If the Product is returned to TheatreWorld C.O.D., The Customer agrees to pay an additional handling charge of twenty percent (20%) of the shipping cost. If The Customer has a credit card on file with TheatreWorld, The Customer agrees that this amount may be charged to your credit card.**

c. **Credit Card Transactions.** If The Customer has a credit card on file with TheatreWorld, The Customer agrees that for any orders placed by credit card any non-refundable pre-payment, deposit, full payment, extended rental, damage charges, or late fees may be charged to The Customer's credit card.

6. **Cancellation of Order.** The Customer agrees and understands that the \$100.00 Reservation Fee per item used to confirm The Customer's Product order(s) is non-refundable. ***For any order that is cancelled two (2) business days or less prior to the Scheduled Date of shipment, The Customer acknowledges and agrees that the full Rental fee will be forfeited.*** Should The Customer cancel an order not less than two (2) days prior to Scheduled Shipping Date, a refund will be issued using a TheatreWorld company check, minus the non-refundable Reservation Fee per item, and mailed to The Customer.

7. **Duty to Inspect.** The Customer will inspect the Product within twenty-four (24) hours after its receipt. Unless The Customer gives written notice and photographic evidence to TheatreWorld within that time, specifying any defect in or other proper objection to the Product, The Customer agrees that it will be conclusively presumed by TheatreWorld that The Customer has fully inspected the Product

and acknowledged that the Product is in good condition and repair and that The Customer has accepted the Product in that good condition and repair.

8. **No Warranties.** The Product will be rented/leased “as is.” TheatreWorld makes no warranties, either expressed, implied or otherwise, that the Product is fit or suitable for The Customer’s intended use (for example and without limitation, with regard to its size, color, condition or other attributes), or for any other purpose.

9. **Installation; Condition of Product.** The Customer will provide the tools, equipment and personnel necessary to set up the Product at The Customer location(s). Inability to set up the Product will be at The Customer’s sole risk. The rent on the Product will not be prorated or abated while the Product is being repaired for any reason for which The Customer is liable. TheatreWorld will not be under any liability or obligation in any manner to provide service, maintenance, or repairs for the Product.

10. **Installation; Outdoor Use.** Due to safety concerns, The Customer may not use any TheatreWorld backdrop Product(s) in any outdoor application without the expressed prior approval of TheatreWorld Backdrops.

11. **Valuation of Loss.** Unless otherwise agreed in writing, The Customer shall be responsible to TheatreWorld for the replacement cost value (not to exceed the then published retail price as presented on TheatreWorld’s web site) or repair costs of the Product (if the Product can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, The Customer shall file a police report. Loss of use shall be determined by the actual loss sustained by TheatreWorld. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen, or damaged Product. TheatreWorld will not be bound by any insurance company’s valuation of the Product based on a calculation of actual cash value or total loss value.

12. **Bailment.** This Agreement constitutes a lease or bailment of the Product and is not a sale or the creation of a security interest. The Customer will not have, or at any time acquire, any right, title, or interest in the Product, except the right to possession and use as provided for in this Agreement. TheatreWorld will at all times be the sole owner of the Product.

13. **Accident Reports.** If the Product 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, The Customer will promptly notify TheatreWorld of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. The Customer, its employees, and its agents will cooperate fully with TheatreWorld and all insurers providing insurance in the investigation and defense of any Claims. The Customer will promptly deliver to TheatreWorld any documents served or delivered to The Customer, its employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against The Customer, TheatreWorld, or both The Customer and TheatreWorld jointly.

14. **Return.** By or before the Return Date on the order, The Customer will return the Product to TheatreWorld free from all damage and in the same condition and appearance as when received by The Customer. If The Customer fails or refuses to return the Product to TheatreWorld, TheatreWorld will have the right to charge the credit card provided and/or secure a judgment against The Customer for the New Retail Purchase of the Product as presented on TheatreWorld’s web site, plus reasonable collection and/or attorneys’ fees incurred.

15. **Late Fee.** If The Customer returns the Product to TheatreWorld after the Return Date specified on the order, The Customer agrees to pay TheatreWorld a late fee of One Hundred Twenty-Five Dollars (\$125.00) per day, per item, until the Product is received by TheatreWorld.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement will be binding on any of the parties unless set forth in writing and signed by both parties. Neither party may assign this Agreement or any right, obligation or interest created by this Agreement without the written consent of the other party; provided, however, that TheatreWorld may assign this Agreement, in whole but not in part, to any entity which purchases a majority of the business and assets of TheatreWorld. An assignment in violation of this Section 16 shall be void. If this Agreement is properly assigned, it shall be binding upon and enforceable by the successors and assigns of the parties.

17. **Applicable Law.** This Agreement will be deemed to be executed and delivered in Tampa, Florida, Hillsborough County and governed by the laws of the State of Florida.

18. **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association and subject to the Commercial Arbitration Rules thereof. The results of such arbitration shall be reduced to writing and will be binding upon all parties. The prevailing party in the arbitration shall be entitled to recover reasonable costs, including attorneys' fees, as determined by the arbitrator. The parties further agree that in any dispute resulting in arbitration or litigation venue shall be Hillsborough County, Florida.

19. **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.

20. **Amendment or Modification.** This Agreement may not be amended, modified, or altered in any manner except in a writing signed by both parties.

21. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL THEATREWORLD BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE CUSTOMER'S LEASE OF THE PRODUCT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. **Contact Information.**

TheatreWorld Backdrops, LLC
110 Dunbar Avenue, South
Suite A & B
Oldsmar, Florida 34677
<http://www.TheatreWorldBackdrops.com>
Email: Info@TheatreWorldBackdrops.com
Toll Free (855) TWB-DROPS or (877) 901-3353
Fax (813) 464-8163

23. **Facsimile/Scanned/Electronic Signature.** This Agreement may be executed in counterparts and by facsimile signature, signature that is scanned and transmitted by e-mail and via electronic signature on the TheatreWorld Backdrops web site (<http://www.TheatreWorldBackdrops.com>); such forms of signature shall be deemed to be original and fully binding.

I have read and understood the foregoing and I agree to be bound thereby.

Company Name

Date

Phone Number

Authorized Signature

Printed Name

Title

Email Address

NOTE: If you would only like to return the back page of this agreement in an effort to reduce paper and help TheatreWorld leave a smaller environmental footprint, please sign above and initial the below line to serve in lieu of initialing the previous four (4) pages of this agreement.