

The following terms and conditions apply to all prop rental by ROSE CITY PROPS LLC, an Oregon corporation (hereinafter referred to as the "Supplier"), and the Renter referred to on the reverse side of this Rental Agreement with respect to each and all of the props listed on the reverse side hereof. READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN THIS RENTAL AGREEMENT – THEY LIMIT YOUR RIGHTS AND REMEDIES.

1. Rental Agreement. This rental Agreement only. The Renter hereby acknowledges and agrees that it is renting the prop or props only and is not purchasing them. The prop or props are now and shall remain the property of the Supplier. Renter represents and warrants that the props will be used for commercial purposes only, not for personal, family or household purposes.

2. Weekly Rentals. Our props are rented and invoiced on a weekly basis. The rental period begins on the day of pick-up and continues for seven (7) days. At the end of the seventh day, we allow you one extra "grace" day to return your props. For instance, if you were to pick up your order on a Tuesday, your props would be due back on the following Monday. The following Tuesday would be considered your "grace" day. If the props were not returned by 5 p.m. on Tuesday, you would then be charged for an additional week. Additional weeks are billed at the rate of fifty percent (50%) of the first week rental.

3. Production Rentals. We offer production rental discounts to our customers, but they are not automatic. They must be established at the time the order is placed with a customer service representative. Production rental discounts run as follows:

First Week Full Price Second Week 50% Discount Third Week 50% Discount Fourth Week Free of Charge

It is important to note that if orders are returned after the production rental time period expires, weekly late charges accrue at the rate of fifty percent (50%) of the first week rental. **Production rentals are billed in their entirety during the first week of the rental.** We do not provide "credits" if the props are returned early. In the event you have questions about our policies, please do not hesitate to contact a salesperson or a representative from our Billing Office.

4. Risk of Loss. The Renter will bear the entire risk of the destruction, loss, theft, requisition of title, or use, confiscation, taking, or damage (collectively, "Casualty Loss") of the prop or props from any cause during the period commencing when the prop or props are placed in transit to the Renter and ending when the prop or props are returned to the Supplier or its designee following termination of this Rental Agreement. If during that period the property suffers any Casualty Loss, the Renter will notify the Supplier in writing within five (5) days following the Casualty Loss. The Supplier shall have the option of repairing or replacing any damaged or destroyed prop and failure of the Supplier to repair or replace any damaged or destroyed prop shall not relieve Renter of its obligations hereunder, including the payment of rent and the estimated cost of repair or agreed value set forth on the reverse side hereof.

5. Inspection and Modification. Renter hereby agrees to examine and inspect any prop rented hereunder (and have its electrician examine and inspect any prop rented hereunder which contains or uses any electrical or electronic circuits) to determine that they are safe and in good working order. Such examination and inspection shall occur at the time of delivery or as soon as reasonable after delivery of the prop and in any event before the first use of the prop. In the event that the props is malfunctioning or unsafe, it shall be immediately returned to the Supplier for repair or modification. RENTER'S USE OF A PROP SHALL BE AN ACKNOWLEDGMENT OF RENTER THAT THE PROP IS IN GOOD WORKING ORDER AND SAFE AND RENTER SHALL AND ASSUME ALL RISK OF LIABILITY RESULTING FROM ANY MALFUNCTIONING OR UNSAFE PROP. In the event that the Renter causes the modification of the prop in any way, then the Renter assumes all liability which may arise from the malfunctioning of the prop or otherwise. Renter further agrees to restore the prop to its original condition after any modification by Renter. Failure of the Renter to restore the prop shall cause the prop to be damaged and cost of repair thereof shall be charged pursuant to the terms of Paragraph 4 hereof.

6. Disclaimer of Implied Warranties. THE PROPERTY IS LEASED "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". THE SUPPLIER HAS NOT MADE, MAY NOT BE CONSIDERED TO HAVE MADE, AND SPECIFICALLY DISCLAIMS:

a. ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROP OR PROPS, REGARDING TITLE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM CLAIMS OF INFRINGEMENT OR THE LIKE, FITNESS FOR USE FOR A PARTICULAR PURPOSE, QUALITY OF MATERIALS OR WORKMANSHIP, OR ABSENCE OF DISCOVERABLE OR NONDISCOVERABLE DEFECTS; AND

b. ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROP OR PROPS (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY ARISING

FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE). THE RENTER WAIVES, RELEASES, RENOUNCES, AND DISCLAIMS EXPECTATION OF OR RELIANCE ON ANY SUCH WARRANTY OR WARRANTIES.

THE SUPPLIER WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY TO THE RENTER OR ANY OTHER PERSON, WHETHER ARISING IN CONTRACT OR TORT, OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OF THE SUPPLIER OR OTHERWISE, FOR:

a. ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE PROP; BY ANY INADEQUACY, DEFICIENCY, OR DEFECT OF THE PROP; OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THIS RENTAL AGREEMENT INCLUDING CLAIMS OF INFRINGEMENT OR THE LIKE.

b. THE USE, OPERATION, OR PERFORMANCE OF THE PROP OR ANY RISKS RELATING TO IT;

c. ANY CONSEQUENTIAL DAMAGES, INCLUDING THOSE FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR ANTICIPATED PROFITS; OR

d. THE DELIVERY, OPERATION, MAINTENANCE, REPAIR, IMPROVEMENT, OR REPLACEMENT OF THE PROP.

7. Indemnification. The Renter agrees to indemnify, reimburse, and hold harmless supplier from and against all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, civil legal proceedings, and any attorney fees and other reasonable costs and expenses, arising or imposed with or without the Supplier's fault or negligence or under the doctrine of strict liability (collectively, "Claims"), relating to or arising in any manner out of:

a. The Rental Agreement or the breach of any representation, warranty, or covenant made to the Renter under this Rental Agreement;

b. Manufacture, purchase, lease, delivery, nondelivery, acceptance, rejection, ownership, possession, use, operation, return, or disposition of the prop;

c. The prop's condition or any discoverable or nondiscoverable defect in it arising from its design, testing, or construction; any article used in the prop; or any maintenance, service, or repair, whether or not the prop is in the Renter's possession and regardless of where the prop is located; or

d. Any transaction, approval, or document contemplated by this Rental Agreement. The Renter waives and releases Supplier from any existing or future claims in any way connected with injury to or death of the Renter's personnel, loss or damage of the Renter's property, or loss of use of any prop, which may:

i. Result from or arise in any manner out of the ownership, leasing, condition, use or operation of the prop; or

ii. Be caused by any defect in the prop; its design, testing, or construction; any article used in the prop; or any maintenance, service or repair, whether or not the prop is in the Renter's possession and regardless of where the prop is located. The indemnities described in this clause will continue in full force and effect notwithstanding the expiration or other termination of this Rental Agreement and are expressly made for the benefit of and will be enforceable by each indemnitee.

8. Insurance. The Renter will at all times during the term of this Rental Agreement, at its own expense, carry and maintain or cause to be carried and maintained: Upon demand by Supplier, Renter must produce for inspection evidence of the required insurance (i.e., a certificate). Failure to do so is a breach of the Rental Agreement.

a. All-risks property insurance for the prop equal to the agreed value of the prop; and

b. Public liability insurance for third party bodily injury, death, personal, and property damage, including contractual liability, in amounts, against risks, and with insurance companies that are consistent with prudent industry practice.

9. Maintenance. The Renter will:

a. Use, operate, maintain, and store the prop or props in a careful and proper manner;

b. Protect the prop or props from deterioration;

c. Put the prop or props only to the use contemplated; and

d. Maintain accurate and complete records of all repairs and maintenance of the property and allow the Suppliers to inspect those records at any time.

10. Copyright Releases. Supplier does not warrant copyright clearance of the props subject to the rental under this agreement. Responsibility for securing any and all releases and/or clearances from the holders of any copyright or other intellectual property rights relating to the props is solely and elusively with the Renter. Renter agrees to hold Supplier harmless and to indemnify it from any and all costs, claims, and demands arising out of or relating to Renter's failure to comply with the foregoing.

11. Short Titles. The titles of Paragraphs herein are inserted for convenience only and do not constitute a part of the Rental Agreement

12. Governing Law. This Rental Agreement shall be construed under and in accordance with the laws of the State of Oregon.

13. Attorney's Fees. Should any litigation or arbitration be commenced between or among the parties to this Rental Agreement concerning the subject matter hereof, this Rental Agreement or the rights and duties of any party in relation thereof, the prevailing party in such to a reasonable sum as and for its attorneys' fees in such litigation or arbitration which shall be determined by the court or arbitrator in such litigation or arbitration or in a separate action brought for that purpose.

14. Assignment and Delegation. The Renter may not assign any rights or delegate any duties hereunder without the express prior written consent to the Supplier.

15. Failure to Object Not a Waiver. The failure of the Supplier to object to, or take alternative actions with respect to any conduct of the Renter which is in violation of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

16. Notices. All notices pertaining to this Rental Agreement shall be in writing and shall be transmitted either by personal delivery or may be mailed first class mail, postage prepaid, via certified mail, return receipt requested, and shall be deemed to have been delivered three (3) days after deposit in the United States mails. All such notices shall be addressed to the Supplier or the Renter at the address set forth on the reverse side hereof. Such addresses may only be changed by written notice as provided herein.