



RENTAL AGREEMENT

1. RENTAL TERM

All prop rentals from SLP are for a minimum period of seven (7) days unless otherwise authorized by SLP. A Rental Term begins at 9 a.m. on the scheduled shipping/pickup date (the "Rental Start Date") and ends at the close of business hours on the date indicated for return of the item (the "Rental End Date"). If the Rental End Date falls on a day when SLP is closed for business, the Rental End Date shall occur at 9 a.m. on the day SLP is next open for business.

2. RENTAL TERM EXTENSIONS

Renter may request an extension of the Rental End Date at least 48 hours prior to the Rental End Date. Renter will be charged an additional Rental Charge for the extended period at the time of such request. All extensions will be confirmed in writing by SLP.

3. RENTAL FEE

The minimum rental fee for any rental item is for a seven (7) day rental. We do not prorate the rental fee for items returned before the scheduled Rental End Date. Rental items which are returned after the Rental End Date without prior authorization by SLP will be subject to an additional rental fee.

4. RUSH FEE

If applicable, any prop rental request received by SLP less than two (2) full business days before the requested Rental Start Date will be considered a "Rush Order" and we will charge, and you agree, to pay a Rush Fee of \$____.

5. TAX

If applicable, SLP will honor Renter's tax-exempt status and will not collect taxes on prop rentals upon receipt of Renter's valid Tax-Exempt Certificate. If applicable, SLP will honor Renter's "Sales and Use Tax Act" exemption from rental of tangible personal property that is used directly and primarily in the production of film or video for sale under N.J.S.A. 54:32B-8.49.

6. CONDITION, DAMAGE, OR LOSS

SLP will make a good-faith effort to provide rental items in the best possible condition. Renter agrees to accept rental items in "AS IS" condition and is responsible for inspecting all rental items upon receipt and reporting any damage to SLP within 24 hours of delivery or pick-up. Renter may make an appointment with SLP in advance of a prop rental to inspect rental items in-person. For rental items that are delivered by SLP or its agents, Renter agrees to notify SLP of any issues or any damage sustained during transit, along with photos e-mailed to leah@sweetlifeprops.com, within 24 hours of delivery. Renter agrees to be financially responsible for all damage to rental items during the Rental Term and agrees to notify SLP

immediately if there is any casualty or damage to a rental item. Any damage to rental items will be billed to Renter as a repair, a cleaning fee, or total replacement. If Renter is unable to return a rental item for any reason Renter is liable for the full replacement value of the rental item plus SLP's damages, collection fees, attorneys' fees, and any associated expenses.

7. DELIVERY

SLP can arrange delivery of rental items and/or return to SLP, in each case for an additional fee. Renter must provide the delivery and/or pick-up date, time, and location to receive a quote from SLP. Delivery and pickup windows furnished by SLP or its agents are estimated and are subject to traffic, weather, and other conditions outside of SLP's control. Additional fees may be charged if Renter is unable to receive rental items upon attempted delivery or if rental items are not ready for return to SLP when SLP attempts to pick them up. Renter or its agents may pick up or return rental items at SLP's warehouse during regular business hours. All deliveries of rental items to SLP must be received by a person over the age of 18 who can inspect each rental item and confirm in writing that rental items are accounted for and as expected.

8. RETURN OF RENTAL ITEMS

Renter must return all rental items by 4 pm on the Rental End Date in the same condition as when received by Renter. Rental items not returned in a timely manner will be subject to a fee for every 24-hour period after the Rental End Date that rental items are not returned to SLP. Rental items will be wrapped and/or boxed prior to being released to Renter. Renter is solely responsible for wrapping or boxing rental items for return to SLP in a manner that is consistent with, or similar to, the manner in which rental items were delivered to Renter. Unreturned packing blankets, bins, or dedicated boxes used to deliver a rental item will be subject to a replacement fee. SLP and its agents are not responsible for wrapping or boxing rental items that are being returned by delivery service arranged by SLP. Renter may be subject to additional fees if SLP's agents are required to wrap or box rental items at the time of return pick up.

9. PAYMENT

Payments are due upon receipt of invoice. SLP accepts payment for prop rentals by credit card, certified check, or electronic bank transfer. Payments by credit card will incur a 3.12% transaction fee, which SLP confirms does not exceed the amount SLP pays its credit card processor. Payments made by certified check must be received by SLP before the Rental Start Date. All prop rentals must be paid in full to be released except in cases where SLP has approved a Renter for a client account.

10. REFUNDS

Rental Fees are non-refundable starting twenty-four (24) hours before the Rental Start Date. Confirmed prop rentals that are canceled less than two full Business Days before the Rental Start Date will be subject to a restocking fee.

11. USE OF RENTAL ITEMS

SLP makes no warranties, express or implied, relating to your use of the rental items and specifically disclaims any warranty of fitness of any rental item for a particular use or purpose. Renter represents and warrants that its use of rental items will be consistent with applicable state and federal laws including, without limitation, copyright, privacy, and publicity laws, and that Renter's use of the rental items will not infringe or violate the rights of any other person.

12. DUTY OF CARE

By entering into this Agreement, Renter assumes full responsibility and liability for the use, condition, and storage of rental items during the Rental Term. Renter agrees to take all reasonable precautions to protect the rental items from damage during the Rental Term and to apply the highest standard of care when rental items are in use by Renter. Renter agrees not to alter, modify, sublease, lend, or allow a third party to take possession of any rental item without prior written consent from SLP. Renter shall be solely liable for any damage to rental items arising from any third party use while they are in Renter's possession.

13. INDEMNIFICATION

Renter agrees to defend, indemnify, and hold harmless SLP, its owners, agents, contractors, employees, representatives, and invitees against any claims of any type (including claims for injury to persons or property or death) arising directly or indirectly from Renter's use or possession of the rental items. SLP's liability in all cases shall be strictly limited to the total rental fee charged for the subject prop rental.

14. NO SECURITY INTEREST/NO LIENS

All prop rentals from SLP are leases for personal property belonging to SLP and should not be deemed a sale or a financing arrangement. Title and ownership of the rental items shall remain vested in SLP at all times. Renter agrees not to grant or to allow a security interest to attach to any rental item and to keep rental items free and clear of all levies, attachments, liens, or encumbrances during the Rental Term.

15. NOTICES

All notices or other communications to SLP must be made by email to: leah@sweetlifeprops.com.

16. GOVERNING LAW

This Agreement is governed by, and subject to, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

**SWEET LIFE BY DESIGN LLC dba
SWEET LIFE PROPS**

By: _____
Leah Gomberg
Authorized Signatory

**ACCEPTED AND AGREED
BY RENTER:**

By: _____

Name:

Company:

Date:

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