PRAIRIE PRODUCTION DECOR & PROPS

Rental Agreement

Date: _____ (mm/dd/yyyy)
("Effective Date")

Lessee Information:

Name _____
("Lessee")

Phone Number _____ **Email** _____

Pick-Up Date _____ **(mm/dd/yyyy) ("Pick-Up Date")**

Return Date _____ **(mm/dd/yyyy) ("Return Date")**

This Rental Agreement is made as of the Effective Date between the Lessor, Prairie Production Decor & Props ("Prairie") and the Lessee. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Rental Agreement**. Prairie agrees to rent to the Lessee all items set out in rental order #_____ (the "Props") and any attached addenda (together, the "Rental Order"). This Rental Agreement does not represent a sale or the establishment of any security interest in the Props or other property of Prairie. The Lessee shall not possess or acquire any rights, title, or interest in the Props, apart from the right to possess and use them for the Rental Period/Additional Rental Period as specified herein. Prairie shall at all material times retain sole ownership of the Props.

2. **Term of Lease**. The Props are rented and invoiced on a weekly basis (the "Rental Period"). The Rental Period begins on the Pick-Up Date and continues for seven (7) days, inclusive of the Pick-Up Date. At the end of the Rental Period, one (1) extra "grace" day is permitted for the sole purpose of returning the Props to Prairie (the "Grace Day" or "Return Date"). For clarity, if the Props are picked up on a Thursday, the Rental Period extends to the following Wednesday and the Props are due back to Prairie's premises on the following Thursday, the Grace Day. If the Props are not returned to Prairie at its premises by 4:00 p.m. Central Time on the Grace Day, the Lessee shall be responsible for and will be charged for an additional week, and the Rental Period shall be extended by seven (7) days (the "Additional Rental Period").

3. **Payment**. The Lessee agrees to pay to Prairie all amounts due and payable to Prairie under this Rental Agreement plus all applicable taxes, including, but not limited to, all rental and other amounts set out in each invoice and all charges and fees set out in this Rental Agreement. Payment for the initial Rental Period is due and payable upon pick-up of the Props, and payment for each Additional Rental Period is due and payable on the first day of each Additional Rental Period. Prairie will accept payment by way of cheque or Credit Card

as provided for herein. International funds may be processed via PayPal with additional processing fee(s) to be borne by the Lessee. Where the Lessee is making payment by credit card, the Lessee hereby consents to and authorizes Prairie and/or its employees, officers and agents to charge or deposit, as applicable, all amounts due and payable to Prairie under this Agreement plus all applicable taxes to the Credit Card, all other credit cards, and/or payment methods provided by the Lessee to Prairie from time to time. For any payment/s from the Lessee made by cheque which is NSF , a fee of $25.00 will be charged and any outstanding payments may be charged to the Lessee's Credit Card. This section shall survive and not merge with the expiration or termination of this Rental Agreement. Any confirmed Rental Orders that are cancelled are subject to a 25% restocking fee which will be charged to the Credit Card provided herein. Unless other arrangements are made with and authorized by Prairie, any confirmed Rental Orders that are not picked up within two weeks of the specified Pick-up Date will incur a 25% restocking fee, which will be charged to the Credit Card provided herein.

The Lessee shall be charged a $50.00 administrative fee for each cheque deposited by Prairie that is returned for non-sufficient funds, and the Lessee shall either provide an alternate payment method or a replacement cheque within one (1) business day of notice from Prairie of the returned non-sufficient funds cheque. If any payment due under this Rental Agreement remains unpaid after its due date, the outstanding amount shall accrue interest at a rate of 12% per annum, calculated on a daily basis, from the due date until the date of payment in full. This interest shall be calculated on the unpaid principal amount only and shall be payable in addition to the principal amount.

4. **Pricing**: Rentals are charged at the following rates:

1st Week	**Base Price (as set out in the Rental Order)**
2nd Week	**50% Discount off Base Price**
3rd Week & All Subsequent Weeks	**75% Discount off Base Price**

5. **Maintenance of Props**. Props must be returned in their original condition. The Lessee shall prevent the Props from being subjected to careless, unusual, inappropriate or improper usage and shall use the Props only for the purpose(s) identified. The Lessee assumes and accepts responsibility for any and all damage or loss to the Props while they are in the Lessee's possession, including but not limited to while in transit, in use at the Lessee's location, and in storage during the Rental Period or Additional Rental Period. Rental fees will be charged in accordance with the terms of this Rental Agreement on all Props until the Props are returned to Prairie, and all lost or damaged Props are paid for (in such amount set out in the Rental Order, and if no amount is listed, Lessee shall pay a replacement fee for the actual costs incurred by Prairie for replacing lost or damaged Props with, in Prairie's sole discretion, item(s) of the same kind and quality. In the alternative, Prairie may, in its sole discretion, accept a suitable replacement for a Prop that has been lost or damaged). All charges for any missing or damaged Props will be detailed by invoice, and if not paid in accordance with the terms set out therein, said amount will be charged to the Credit Card as provided for herein.

6. **No Modification of Props.** The Lessee shall not alter or modify the Props in any manner whatsoever unless it has received prior written consent from Prairie to do so. Unless otherwise agreed upon, the Lessee shall be responsible for restoring such modified Props to their original condition. If the Lessee fails to restore such modified Props to their original condition prior to return to Prairie, the Lessee will be charged for the costs associated with the repair of the modified Props to their original condition, or the cost of replacing such Props, whichever is less.

7. **Permission and Clearances.** The Lessee shall obtain any permission and/or clearances necessary to display trademarks or other protected intellectual property in connection with the Props. Prairie acknowledges that the Lessee has the right to use the Props in connection with the Production (as identified in the Lessee's Account Application) in any manner and media, including without limitation, in connection with any advertisements, promotions, publicity or other material relating to the Production.

8. **No subletting / Assignment.** The Lessee may not sublease or otherwise assign, transfer or convey this Rental Agreement or any of the rights granted herein without Prairie's prior written consent. Prairie may assign this Rental Agreement without notice to the Lessee. Subject to the foregoing, this Rental Agreement extends to the benefit of, and is binding upon, the successors, heirs, executors, administrators and assigns, as the case may be, of the parties.

9. **Insurance**. In advance of the Pick-up Date, the Lessee must provide to Prairie satisfactory proof of general liability insurance, which must remain in force during the Rental Period and Additional Rental Period, if applicable, and written on an occurrence basis, evidencing coverage limits of not less than $5,000,000.00, and listing Prairie as an additional insured and loss payee, as its interests may appear (the "Insurance Certificate"). The Lessee must provide an updated Insurance Certificate for any Additional Rental Period, if applicable, in the event of policy expiration during such period.

10. **Indemnity and Limitation of Liability.** The Lessee shall indemnify and hold harmless Prairie from any and all claims of any kind or type brought by any person(s) or entities regarding any use, control, possession, and storage of the Props, including, but not limited to, any claim, liability, loss, costs, damages, expenses or claims arising directly or indirectly out of, or in connection with the Props rented by the Lessee, its agents, employees, servants, contractors, representatives, guests, or invitees. This section shall survive and not merge with the expiration or termination of this Rental Agreement.

    The Lessee agrees that in no event shall the total liability of Prairie, its directors, officers, employees, agents, contractors and/or suppliers under this Rental Agreement exceed the rental amounts received by Prairie from the Lessee.

11. **Default and Remedies.** All remedies of Prairie under this Rental Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to

preclude the exercise of any other remedy. No failure on the part of Prairie to exercise and no delay on Prairie's part in exercising any remedy or right shall operate as a waiver thereof; nor shall any single or partial exercise by Prairie of any remedy or right hereunder preclude any other or further exercise thereof or the exercise of any other remedy or right. If any term of this Rental Agreement is determined to be invalid, it shall not affect the validity and enforcement of all remaining terms of this Rental Agreement.

12. **Governing Law and Arbitration.** This Rental Agreement shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada applicable therein.
13. **Entire Agreement.** This Rental Agreement, together with all Account Applications, Rental Orders and Invoices constitutes the entire agreement between the parties hereto and supersedes all other understandings, agreements, negotiations and discussions, written or oral, made by the parties hereto with respect to the subject matter hereof.

14. **Currency.** Unless otherwise specified, all references to money amounts in this Rental Agreement and each Invoice are to the lawful currency of Canada.

15. **Counterparts and Execution.** This Rental Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The signature of any party may be evidenced and transmitted electronically, which shall be deemed an original for all purposes.

IN WITNESS WHEREOF this Rental Agreement has been executed by the parties hereto as of the Effective Date above written:

Lessee Name: _____

Per: _____

Name: _____

Title: _____

If Lessee is a corporation, I have the authority to bind the corporation.

Prairie Production Decor & Props

Per: _____

Name: _____

Title: _____

Authorized Representative

PRAIRIE PRODUCTION DECOR & PROPS