The following terms and conditions apply to all artwork rentals ("Artwork" or "Artworks") by Art Pic Inc.

1) Rental agreement. This is a rental agreement only. The Renter hereby acknowledges and agrees that it is renting the Artworks only and is not purchasing them. Title to the Artworks will not transfer to the Renter and at no time will the Renter own the Artworks. Additional Artworks may be incorporated into this Agreement at the agreement of the parties.
2) Term: The term of this Agreement is set forth on the reverse side hereof; provided however that the term of this Agreement shall not be less than one (1) week and shall be in the multiples of full weeks. A fraction of a week shall count as a full week. A week shall begin on the opening of Art Pic Inc.'s business on the day during which the Artwork and/or Artworks are picked up or delivered pursuant to this rental agreement and shall end as of the close of the Art Pic Inc.'s business seven (7) days later. Should Art Pic Inc. not be open for business on the aforementioned seventh (7^{th}) day, then such rental week shall end as of noon on Art Pic Inc.'s first business day following said seventh (7^{th}) day. All Artworks rented hereunder must be returned by such date.
3) Rental Price: Renter agrees to pay Art Pic Inc. a weekly rental for each Artwork set forth on the reverse side hereof. The weekly rental price shall be for the first week for which the Artwork is rented. Thereafter, the weekly rental price for each subsequent consecutive week of rental of the artwork shall be equal to fifty percent (50%) of the weekly rental price set forth on the reverse side hereof.
4) Risk of loss and insurance: Risk of loss of or damage to the Artwork or Artworks shall be solely that of the Renter upon possession and/or custody of the Artwork or Artworks. Possession and/or custody begins at Renter's pick up and/or while the Artwork or Artworks are in transit to the Renter via any agreed upon delivery service. In the event of any damage to or destruction of the Artwork or Artworks while in the possession and/or custody of the Renter, Renter shall pay Art Pic Inc. for the cost of repair or replacement of any damaged or destroyed Artwork. Such payment shall be in addition to any rent due hereunder. Art Pic Inc., in its sole discretion, shall have the option of repairing or replacing any damaged or destroyed Artwork. Any failure of Art Pic Inc. to repair or replace any damaged or destroyed artwork shall not relieve the Renter of its obligations hereunder including the payment of rent and the estimated cost of repair or replacement. Renter shall provide all-risk insurance on all Artworks listed on the reverse side hereof and shall insure the Artworks on a "wall-to-wall" basis, for the full rental period (including packing and shipping), for the value of the Artworks as stipulated in writing by Renter on the reverse side hereof. Art Pic Inc. to be provided with a certificate of insurance naming Art Pic Inc. additional insurance and lost payee.
5) Disclaimer and indemnity: Except as otherwise expressly provided herein, Art Pic Inc. makes no warranties and Art Pic Inc. shall not by virtue of renting the Artwork or Artworks covered by this Agreement be deemed to have made any representation or warranty as to the merchantability, fitness, designs, or condition of, or as to the quality of the material or workmanship in any such Artwork and/or Artworks. Art Pic Inc. shall not be liable to the Renter for and the Renter shall assume the defense of, indemnify, and save harmless Art Pic Inc., its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, claim, loss, injury, expenses, and liability of any kind or nature (including, without limitation, incidental and consequential damages, loss of business, court costs, attorneys' fees, and costs of investigation) that arise directly or indirectly, in whole or in part, from (a) the performance of this Agreement by Renter; (b) the inadequacy or improper construction of any Artworks used for any purpose; (c) any deficiency or defect in any Artworks and/or their materials; (d) any infringement of the copyright and all other intellectual property claims of any person in consequence of Renter's use and/or publication of any Artworks; and (e) the use of any Artworks.
6) Transportation and delivery: Renter shall pick up from and deliver all Artworks to Art Pic Inc.'s place of business during normal working hours. Renter shall be responsible for and pay any and all packing, shipping, and delivery charges and costs, and insurance costs. Risk of loss or damage incurred in the delivery and return of Artworks shall be the responsibility of the Renter.
7) Instructions for art: The Renter will follow all instructions regarding the use of the Artwork or Artworks.
8) Short titles: The paragraph headings herein are for reference only shall not affect the meaning or interpretation of this Agreement.
9) Governing law and forum selection clause: This Agreement shall be governed by the laws of the State of California, and any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Agreement or relating to the transactions contemplated hereby shall be resolved in Los Angeles, California.
10) Attorneys fees: Should any litigation or arbitration be commenced between or among the parties to this Agreement or the rights and duties of any party in relation thereof, the prevailing party in such litigation or arbitration shall be entitled in addition to such other relief as may be granted to a reasonable sum as and for its attorney's fees and costs 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.
11) Assignment and delegation: The Renter may not assign any rights or delegate any duties herein without the express prior written consent of Art Pic Inc.
12) Failure to object not a waiver: The failure of either party to enforce, at any time, or for any period of time, any provision of this Agreement shall ot be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
13) Notice: All notices pertaining to this Agreement shall be in writing and shall be deemed to have been given when made in writing and personally delivered or deposited in the U.S. mail, certified or registered postage prepaid and addressed to the other party at the address set forth on the reverse side hereof. Such addresses may only be changed by written notice as provided herein.
14) Copyright: All items have been cleared in terms of a copyright release to the best of Art Pic Inc.'s knowledge. The Renter agrees that Art Pic Inc. has no legal responsibility regarding any copyright violations and that Art Pic Inc. shall not be liable for any violation of copyright.
15) Entire agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements relative thereto.