

RABBIT

Rabbit Props LLC // 1717 Troutman Street, Ridgewood, NY 11385 // 646.494.4633
rent@rabbitprops.com // rabbitprops.com

RENTAL AGREEMENT TERMS & CONDITIONS // SET DRESSING & PROP RENTALS

Summary: The Agreement below essentially states that if you rent from Rabbit Props LLC, that you'll return the Equipment in good condition, pay us on time, repay us if you break something, and retain liability insurance.

1. Equipment: "Equipment" includes all rented items. All items are in reasonable working order prior to the execution of this Agreement. All Equipment should be used for its intended purpose. By signing this Agreement, You, the Lessee/Renter acknowledge that the Equipment is rented without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by both parties at inception of this Agreement. The Equipment shall be used only by Your employees or agents qualified to handle it. All reasonable safety precautions shall be taken when using the Equipment. All Equipment should be returned in the same reasonable working condition as the start of the rental.

7. Equipment Rental Period & Cancellations: Equipment Rentals/Orders begin on the PICK UP DATE and end on the RETURN DATE. Any order that We pack and is subsequently canceled by You will be subject to a 25% restocking fee of the total amount of the fees outlined in the Order.

2. Loss or Damage of Equipment: You are responsible for any loss or damage of the Equipment, including during transit, storage, pickup, and dropoff. Items that are returned dirty count as being damaged. In the event the Equipment needs to be replaced based on Your verifiable damage or theft, You are responsible for compensating Us, Rabbit Props, the Replacement Value. In the event the Equipment needs to be cleaned or repaired based on Your verifiable damage, You will be charged the Full Weekly Rental Rate each week until such cleaning or repairs can be completed within a reasonable amount of time. For dirty items, a cleaning fee may also be charged to You. Accrued rental charges shall not be applied against the Replacement Value or Weekly Rental Rate of any lost, stolen, or damaged Equipment. You are not responsible for loss or damage that is caused by Our sole negligence.

3. Equipment Ownership: We, Rabbit, are the sole owner of the Equipment throughout the duration of Your rental period. All Equipment is labeled with Rabbit branding. Branding that may appear on camera may be removed.

4. Equipment Alterations: The Equipment cannot be altered in any way unless agreed upon in writing by both parties at the inception of this Agreement. Any alterations will become part of the Equipment and owned by Us.

5. Indemnity: The Lessee/Renter agrees to indemnify and to hold harmless Rabbit Props LLC and its owners, agents, employees, and subsidiaries from any and all claims, actions, damages, costs, and expenses that in any way arise from the use and/or misuse of the Equipment while in Your possession, except as the result of Our sole negligence. The Renter agrees to pay all reasonable attorney fees and costs incurred by Us in enforcing this Agreement. Acceptance of returned Equipment is not a waiver of any claims We may have against the Renter, nor a waiver for damage to any items.

6. General Liability Insurance: You shall maintain commercial general liability insurance, including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us (Rabbit Props LLC) as an additional insured and a certificate of said insurance shall be provided to us before the execution of this Agreement. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, standard contractual liability, personal injury, and product liability with a combined single limit of at least one million dollars (\$1,000,000). Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement.

7. Applicable Law: This Agreement is governed by the laws of the state of New York.

8. Arbitration: Any claim arising out of this Agreement or breach thereof will be settled by binding arbitration under the Judicial Arbitration and Mediation Service (JAMS). The arbitration will be conducted by a single arbitrator under JAMS Streamlined of Arbitration Rules. The decision and award of the arbitrator will be final and binding, and the winning party is entitled to reimbursement of reasonable attorney's fees.

9. Severability: If any part of this agreement becomes invalid or unenforceable, the remainder of the Agreement still applies. This Agreement can be severed through both parties' joint written documentation as such.

ACKNOWLEDGED & AGREED BY AUTHORIZED REPRESENTATIVE:

(YOU/RENTER Signature)

(YOU/RENTER Printed Name)

Date

(US/RABBIT PROPS Signature)

(US/RABBIT PROPS Printed Name)

Date