

## PLATE & PATINA PROP AND SURFACE RENTAL AGREEMENT TERMS AND CONDITIONS

**General Information:** By entering a confirmed order to rent props and/or surfaces ("Props") from Plate & Patina ("Order"), Client agrees to the following terms and conditions of this Prop and Surface Rental Agreement ("Agreement").

**Indemnification and Limit of Liability:** Plate & Patina makes no warranties or indemnification relating to Client's use of the Props. All parties placing Orders represent and warrant that their use of the Props will be consistent with applicable laws including, without limitation, copyright and privacy laws, and that they will not infringe or violate the rights of any third parties through the use of the Props.

Plate & Patina is not responsible or liable to Client, or Client's employees, independent contractors, and agents for personal injury or death to any person, or property damage arising out of or in connection with the Props. The Client agrees to use the Props at Client's own risk.

By placing an Order, Client agrees to indemnify and hold harmless Plate & Patina from and against any and all claims of any sort resulting from, or related to in any way, any activity in connection with the Order.

**Rental duration:** All rentals of Orders are for five (5) business days (defined as Monday through Friday 9am-5pm PST) with the day of pickup of the Order as the first business day of the rental ("Rental Period"). All rented items must be returned in the condition received prior to the expiration of the Rental Period. A Client has the option to extend the Rental Period an additional five (5) business days for a discounted price of 25% off the initial rental price. Rental Period extensions must be approved by Plate & Patina prior to the start of the initial Rental Period.

**Holds:** A Client can place an order on hold free of charge for a maximum of five (5) business days. If a Client has not confirmed and paid for the order placed on hold by the end of the fifth business day, the held order will be considered cancelled and returned to the shelves of Plate & Patina. If a Client wishes to rent an item within a preexisting hold the Client is responsible for bringing the conflict to the attention of Plate & Patina. Plate & Patina will notify the Client with the held order at which point the Client will be given the choice to either confirm or release the item from the held order.

**Billing:** Once an Order is confirmed by the Client, the Client consents to Plate & Patina charging the Client's method of payment for the total cost of the Order. The Order will not leave the premises of Plate & Patina until the charge has been authorized and completed. Payment is non-refundable once an Order is finalized and released to the custody of the Client, their agents, employees, or contractors, or is finalized, packaged, and released for shipment.

**Fees:** Fees will be charged to the initial form of payment used for the Order unless otherwise specified. Client has 24 hours from the end of the rental period to provide an alternative form of payment. In the event of a declined transaction, P&P will notify the Client immediately via phone and email. The Client will then have 24 hours to provide an alternative form of payment to complete the transaction. If the Client fails to pay the fee within the allotted time frame the Client will be charged the total amount of the original fee invoice plus 50% each subsequent business day until Plate & Patina is paid in full.

1. Fees for missing individual props: If individual props are missing from the rental return the Client will be charged the rental price listed on the barcode for the prop for each day after the prop has been confirmed missing. The charges will continue each day until the prop is returned to Plate & Patina.

2. Fees for orders missing in full: If the Order is not returned in full by the end of the 1st business day past the original return date the Client will be charged 25% of the original Order total, which shall include Shipping Charges as defined below. If the Order is not returned in full by the end of the 2nd business day past the original return date the Client will be charged 50% of the original order total, including Shipping Charges. If the Order is not returned in full by the end of the 3rd business day past the original return date the Client will be charged 100% of

the original Order total, including Shipping Charges, each subsequent business day until the Order is returned in full or the Client claims loss or damage.

3. Loss & Damage fees: In the event of loss or damage of a Prop the Client will be charged any amount up to the defined L&D fee as assessed by Plate & Patina. L&D fees are estimated at 20x the weekly rental price for most Props. Additional specialty and premium fees will be added when applicable. Specialty fees will be applied to handmade, vintage, discontinued and one-of-a-kind items. Props with an extensive rental history are also subject to an additional "popular item" specialty fee. Additional premiums will be assessed by Plate & Patina on a case-by-case basis. Damaged Props remain the property of Plate & Patina and must be returned to Plate & Patina in any condition, regardless of fees owed or paid.

4. Cleaning fees: Any Props returned unwashed will be subject to a cleaning fee. In-house cleaning fees range from \$3-\$25 as assessed by Plate & Patina. The Client will be billed separately for items sent to be cleaned off-site.

**Packaging:** As necessary, Plate & Patina will wrap and box Props in protective materials prior to release. Client is asked to re-wrap Props using the original packaging materials whenever possible prior to return.

**Pickups and Returns:** Client assumes liability for all items upon pickup. Client is responsible for all pickups and returns of rented items. Client must pick up all props and surfaces before 5pm the day after the order was placed. Failure to do so will result in the Client's order being unpacked and returned to the shelves of Plate & Patina. There are NO refunds for orders that were not picked up by 5pm the following business day after the order was placed. Client may only return props and surfaces during business hours (Monday through Friday 9am-5pm) or on Saturday by appointment only. An employee of Plate & Patina MUST be present to receive the order at time of drop off. Orders returned outside of these parameters and orders returned without the knowledge of a Plate & Patina employee will be subject to a penalty fee at the discretion of the Plate & Patina.

**Shipping:** Shipping is limited to smalls only and excludes all surfaces. The terms and conditions of this Agreement apply equally to shipped Orders. The Rental Period for a shipped order begins on the business day the shipment is received by the customer. Plate & Patina will charge a shipping fee for all shipped Orders which will include the actual cost to ship the Order as well as a twenty percent (20%) prorated surcharge to cover the time in addition to the Rental Period the Order will be unavailable for rental ("Shipping Charges"). The Shipping Charges will be charged as a separate transaction once the total has been determined and Plate & Patina has notified the Client. Client is responsible for all return shipments.

**Condition:** Plate & Patina will make a good-faith effort to provide the Props in the best possible condition. Client agrees to rent Props in "AS-IS" condition; however, if Props are received via shipment and any individual prop arrives broken or damaged the Client MUST notify Plate & Patina as soon as the Order is unpacked and provide photos of the damaged item(s). The Client will not be charged a damage fee for any shipped prop that arrives damaged. If a prop is damaged during the Rental Period or during the return shipment the Client will be subject to a damage fee, as set forth above.

**By signing below Client hereby acknowledges and agrees to the terms and conditions set forth above:**

Client name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_