

## ON-LINE RENTAL AGREEMENT

must give written notice delivered by 10:00 a.m. on the day prior to the date the Rented Property is due to arrive at its delivery destination. Notice must be delivered by email to the following address, [info@backlinenow.com](mailto:info@backlinenow.com).

### 10. Lessee's Additional Orders Under This Agreement.

Lessee may place orders for additional Rented Property by communicating Lessee's request in writing via email to Lessor. Lessee's assent to the terms of this Agreement constitutes authorization for its agents and employees to place orders for Rented Property solely by submitting Lessee's request in writing as an addendum to the original Order Form and without re-executing this Agreement.

### 11. Lessee's Indemnification of Lessor

(a) Lessee agrees to, and does hereby, defend, indemnify, and hold harmless Lessor against any and all loss, damage, expense and penalty, including costs, expenses, and reasonable attorneys' fees, arising from any and all causes of action on account of or in connection with: (i) any injury to person or property of any character whatsoever occasioned by the operation or handling of the Rented Property both during the Rental Period, and thereafter until the Rented Property is returned to the custody of Lessor; or (ii) the breakdown or failure of the Rented Property, and/or any part or parts thereof during the Rental Period term or thereafter until the Rented Property returns to the custody of Lessor, including, but not limited to, the costs or damages of musicians, vocalists, concert or event promoters, sponsors or investors, except to the extent caused by the negligence or willful misconduct of Lessor.

### 12. Limitation of Liability

(a) Lessee agrees that, to the fullest extent permitted by law, Lessor, or its agents, officers, directors, employees, or shareholders ("Lessor's Agents") shall not be liable to Lessee for any special, indirect or consequential damages whatsoever, whether caused by Lessor, or Lessor's Agents', negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue. Lessee further agrees that, to the fullest extent permitted by law, the total liability of Lessor and Lessor's Agents, to Lessee, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the rental of the property, from any cause or causes including but not limited to Lessor's, or Lessor's Agents', negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the amount Lessee has paid to rent the property.

### 13. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto concerning the subject matter contained herein and supersedes any other prior written, or oral, agreements between them. There are no representations, agreements, arrangements or understandings between the parties hereto concerning the subject matter of this Agreement, whether oral or written, which are not fully expressed or referenced in the Agreement and Order Form

### 14. Choice of Law.

The parties agree, without regard to conflict of laws principles, that the Agreement shall be interpreted and governed by the laws of the State of Missouri and that all claims and disputes arising from or concerning this Agreement shall be decided in accordance with the substantive law and statutes of the State of Missouri.

### 15. Arbitration and Choice of Forum.

(a) Any dispute arising out of or relating to the Agreement, its interpretation or application, or any future issue between the parties, shall be resolved by final and binding arbitration before one arbitrator designated by the American Arbitration Association, pursuant to the then prevailing rules of the AAA for the resolution of commercial disputes, in Jackson County, Missouri. The arbitrator's decision shall be final and binding and subject to confirmation in any court of competent jurisdiction with the prevailing party being awarded reimbursement of the arbitration filing fees, the arbitrator's fees, any court filing fees and costs incurred in obtaining court confirmation, and any court filing fees and costs incurred in defending or pursuing any court appeals with respect to the arbitrator's decisions. The arbitrator shall determine the validity, enforceability, and scope of this arbitration provision and of this Agreement. (b) The parties irrevocably and unconditionally (i) agree that any judicial proceeding relating to such arbitration proceedings shall be brought in a court with subject matter jurisdiction located in Jackson County, Missouri, (ii) consent to the exclusive jurisdiction of such a court in any such proceeding, and (iii) waive any objection to the laying of venue of any such proceeding in any such court. The parties also irrevocably and unconditionally consent to the service of any process, pleadings, notices or other papers in connection with any such judicial proceeding and submit to personal jurisdiction in such venue.

### 16. Rule of Construction.

The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

### 17. Subject Headings

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

### 18. Waiver

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

### 19. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

### 20. Modifications And Amendments

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.