

ON-LINE RENTAL AGREEMENT

AGREEMENT between Backline Now (“Lessor”) and you (“Lessee”) governing the rental of specific property from Lessor by Lessee as herein provided

1. Terms of Rental

(a) This is a rental agreement only and by signing the related rental order form (hereinafter, the “Order Form”), Lessee agrees to all terms and conditions in the Order Form and to those set forth in this on-line rental agreement (hereinafter, the “Agreement”). In the event of a conflict between the terms of this Agreement and the Order Form, the terms of the Order Form shall govern. (b) The property leased under this Agreement by Lessee shall be hereinafter referred to as the “Rented Property”. (c) Rental Period: The rental period shall be in accordance with the Project Order, unless otherwise agreed upon in writing by both parties.

2. Duration of this Agreement

(a) This Agreement shall commence from the time the Property is set aside from Lessor’s general inventory for Lessee’s use by Lessee or Lessee’s agents and continue until the Rented Property is returned to or picked up by Lessor.

3. Rental Is Not a Sale

This is a rental agreement only, and all right, title, and property interest in the Rented Property remains at all times with the Lessor. No part of the Rented Property that is leased pursuant to this Agreement shall be deemed the property of the Lessee, nor shall Lessee acquire any proprietary interest or security interest in the Rented Property by virtue of this Agreement or any oral representation. None of the Rented Property may be transferred, sold, assigned, or pledged pursuant to this Agreement.

4. Lessee’s Responsibility to Protect the Rented Property/Limitations on Use (a) Lessee shall, at all times after delivery and acceptance of the Rented Property maintain said Rented Property in good condition and will not permit any practice that will injure or damage the Rented Property in any manner whatsoever. (b) The Rented Property shall be used only by the Lessee and/or its employees and independent contractors, Lessee’s clients, employees or agents and/or representatives engaged by said client. (c) Lessee agrees to use Rented Property in accordance with the manufacturer’s specifications and not to alter the Rented Property. (d) For the purpose of this Agreement, Lessee shall be deemed to have taken “delivery” of the Property from the time the Property is set aside from Lessor’s general inventory for Lessee’s use.

5. Receipt of Property in Good Condition

(a) The receipt by Lessee of the Rented Property described on the Project Order shall constitute acknowledgement that the Rented Property is in good, safe, serviceable condition, reasonable wear and tear excepted and fit for the use for which it has been rented. (b) Lessee agrees to notify Lessor, in writing, of all defects and impediments to intended use within six (6) hours of receipt.

6. Lessee’s Responsibility to Return Rented Property/Timeliness

(a) Lessee is responsible for the safe and timely return of the Rented Property. All items must be returned in the same condition received. Should Lessee fail to return all Rented Property in the same condition received, Lessee agrees to reimburse Lessor full replacement cost for the damaged or lost Rented Property with equipment of the same or equivalent make, model, and value. (b) It is the Lessee’s responsibility to return all equipment, freight prepaid, to the Lessor’s office of origin unless alternative arrangements have been made in writing and approved by Lessor. Lessee is responsible for any loss or damage to the Rented Property that occurs during return delivery to Lessor, if made by any carrier other than Lessor. Lessee shall solely bear the cost of any insurance it purchases on the Rented Property in connection with its return delivery to Lessor. (c) Rented Property returned late, for any reason, shall continue to accrue rental charges at rates applicable under the Order Form.

7. Lessee’s Responsibility to Repair or Replace Rented Property & Insurance

(a) In the event of loss, destruction, mysterious disappearance of or damage to the Rented Property, or any part thereof, by any cause whatsoever, during the period of the Agreement, or while the Rented Property is in the possession or under the custody and/or control of Lessee, or Lessee’s employees, independent contractors, clients, agents and/or representatives, Lessee shall be liable to Lessor for the full replacement value of the leased property so lost, destroyed, damaged, or stolen. Lessee will cooperate with Lessor in Lessor’s efforts to recover under any insurance policy that may cover the loss of the Rented Property. (b) Should the Rented Property not be in serviceable condition upon return to Lessor, as ascertained by an inspection thereof by Lessor, Lessor will do all things necessary to place said Rented Property in serviceable condition, the rental term shall continue for such period during which Lessor is placing said Rented Property in serviceable condition, and Lessee shall be responsible for paying rental charges for the time period by which the rental terms is extended but only for the actual loss sustained, such charges equal to the value to reimburse Lessor full replacement cost value for the damaged or lost Rented Property. (c) Lessee shall at all times from the Lessee’s receipt of the Rented Property to its return to Lessor, as those terms are defined herein, including during times of shipment and storage, maintain property insurance covering the Rented Property from damage or loss from any cause whatsoever. Such property insurance shall be in an amount sufficient to cover the full replacement cost (without deduction for depreciation) of the Rented Property and Lessor’s rental charges until the Rented Property is repaired or replaced. Lessor shall be named an Additional Insured and Loss Payee on such policy or policies and, upon request by Lessor; Lessee shall provide Lessor with proof of such insurance. (d) Before obtaining possession of the Rented Property leased, Lessee shall provide Lessor a Certificate of Insurance and applicable endorsements confirming the coverage’s specified above.

8. Equipment Security

(a) As a condition to leasing the Rented Property, Lessee may be required to provide Lessor with a security deposit for the full replacement value of the Rented Property. A security deposit may, at Lessor’s discretion, be given in the form of an authorization to charge Lessee’s credit or debit card for the amount of the security deposit in the event the Rented Property is not returned, returned late or in disrepair. (b) In the event the Rented Property is not returned in good, safe, and serviceable condition, Lessor will be entitled to keep Lessee’s security deposit and apply said deposit towards any fees imposed upon cancellation, late return fees, the cost of any repairs needed to the Rented Property and/or the replacement of the Rented Property if not repairable. (c) Lessor’s recourse to Lessee’s security deposit is not Lessor’s exclusive remedy for Lessee’s breach of this Agreement and, therefore, even if Lessor keeps Lessee’s Security Deposit, Lessor shall remain entitled to pursue available legal or equitable remedy for any damages it suffers as a result of Lessee’s breach of any provision of this Agreement

9. Cancellation Policy

If Lessee cancels the Project Order less than thirty (30) days prior to the Rental Period start date, Lessee shall be responsible for payment of 80% of Project Order plus 100% of all Lessor noncancellable costs for the Project Order. In the event that Lessee cancels the Project Order less than five (5) business days prior to the Rental Period start date, Lessee shall be responsible for payment of 100% of the Project Order fees plus 100% of all Lessor noncancellable costs for the Project Order. (a) To cancel an order, Lessee

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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.

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.