

## 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 contract project order form (hereinafter, the "Project Order"), Lessee agrees to all terms and conditions in the Project Order 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 Project Order, the terms of the Project Order 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 one (1) hours of receipt. (c) Disclaimer of Warranties / No Performance Guarantee LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE RENTED PROPERTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, PERFORMANCE QUALITY, OR NON-INFRINGEMENT. The Rented Property is provided "AS IS" and "WITH ALL FAULTS," except as expressly stated in this Agreement. While Lessor will use commercially reasonable efforts to provide clean, functional, and serviceable equipment, Lessor does not guarantee uninterrupted operation or that the Rented Property will meet Lessee's specific artistic, technical, production, rider, recording, broadcast, or performance requirements. Lessee acknowledges that live event, touring, and production environments inherently involve operational risks, including equipment malfunction, power issues, environmental conditions, transportation impacts, user error, and third-party interference. Lessor shall not be responsible for any losses, delays, interruptions, cancellations, performance issues, lost recordings, or other damages arising from such conditions except to the extent directly caused by Lessor's gross negligence or willful misconduct. Lessee is solely responsible for verifying that the Rented Property is suitable for its intended use and compatible with Lessee's systems, performers, operators, venues, and production requirements.

**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 Project Order. (d) Freight Carrier Risk & Transfer of Responsibility-If the Rented Property is transported, shipped, or returned by any third-party carrier, freight company, courier, tour trucking provider, airline, bus company, or other transportation provider not directly operated by Lessor, all risk of loss, theft, delay, destruction, or damage shall remain solely with Lessee until the Rented Property is physically received, inspected, and accepted by Lessor at Lessor's designated return location. Lessee shall be solely responsible for filing and pursuing any claims against such carrier or transportation provider.(e) Inspection Period & Hidden Damage- Lessor shall have a reasonable period following return of the Rented Property to inspect for hidden or latent damage, including but not limited to water intrusion, electronic damage, excessive wear, internal component damage, missing accessories, software or firmware alteration, environmental exposure damage, or operational failure not reasonably detectable upon initial visual inspection. Discovery of such damage after return shall not waive Lessee's responsibility under this Agreement, and Lessee shall remain fully liable for all resulting repair, replacement, rental loss, testing, labor, and associated costs.

**7. Lessee's Responsibility to Repair or Replace Rented Property & Insurance.** (a) In the event of loss, theft, destruction, mysterious disappearance of, or damage to the Rented Property—or any part thereof—by any cause whatsoever during the term of this Agreement, or while the Rented Property is in the possession, custody, or control of the Lessee or its employees, agents, contractors, or representatives, the Lessee shall be fully and unconditionally liable to the Lessor for the full replacement value of the lost, stolen, or damaged Rented Property. For the purposes of this Agreement, the "replacement value" is defined as the full amount listed as "Replacement Cost" on the Project Order. This value is binding and includes all related accessories, custom cabling, protective cases, organizational materials, required labor, and any modifications or specialty procurement necessary to restore the rental item to its original pre-rental configuration. Lessee acknowledges and agrees that, in the event of a claim, the Lessor's insurance claim under the Lessee's insurance policy shall be based upon this Replacement Cost value as stated in the Project Order, without deduction for depreciation or partial loss. Payment of this amount in full is required for the claim to be considered satisfied. Lessee shall cooperate fully with Lessor in any effort to recover under applicable insurance coverage. (b) Should the Rented Property be returned in a damaged or non-serviceable condition, as determined solely by Lessor following inspection, Lessor will undertake all necessary repairs or restoration. During this period, rental charges shall continue to accrue and Lessee shall be liable for such charges until the full Replacement Cost has been received by Lessor, either directly or via insurance proceeds. In the event that restoration is not feasible, Lessee shall be liable for the full Replacement Cost as defined herein, and rental charges shall continue to accrue until payment of that Replacement Cost is made in full. (c) Lessee shall, from the time of delivery or pickup of the Rented Property to the time it is returned to Lessor, maintain active property insurance covering the Rented Property against any form of loss, theft, or damage. Such insurance must: Be in an amount no less than the full Replacement Cost as defined in the Project Order. Cover the item(s) on an all-risk, replacement-cost basis. Include continued rental charges until full reimbursement is made, and Name Lessor as Additional Insured and Loss Payee.(d)Prior to taking possession of the Rented Property, Lessee shall provide Lessor with a valid Certificate of Insurance (COI) and all applicable endorsements verifying coverage for General Liability and Inland Marine insurance. Such COI shall expressly name Lessor as Additional Insured under the General Liability policy and as Loss Payee under the Inland Marine policy. Lessor reserves the right to withhold delivery of the Rented Property until such documentation is received and approved. (e) Insurance Requirements & Endorsements- Lessee's required insurance policies shall: (i) be issued by carriers reasonably acceptable to Lessor; (ii) remain active for the full duration of the Rental Period and until all Rented Property is returned and accepted by Lessor; (iii) provide coverage on a primary and non-contributory basis; (iv) include waivers of subrogation in favor of Lessor where commercially available; and (v) not contain exclusions that materially limit coverage for rented, leased, borrowed, transported, staged, or temporarily stored equipment. Certificates of Insurance alone shall not modify policy terms or create coverage obligations, and Lessor may require copies of endorsements or policy language confirming required coverage.

**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

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**9. Site Access and Equipment Transport.** Lessee shall inform Lessor, in writing and in advance, of any special or challenging requirements related to site access, vehicle parking, or the loading/unloading and transport of equipment. Examples include, but are not limited to: Excessive distances between vehicle parking and the performance area; Multiple performance areas separated by significant distance or requiring additional site transportation; Physical challenges or impediments such as steep grades, elevators, staircases, natural obstacles, non-paved or unfinished surfaces, or exposure to extreme temperatures or weather conditions. Failure by Lessee to disclose such requirements may result in: (i) additional labor or equipment charges at Lessor prevailing rates, (ii) delays in setup or performance start times for which Lessor shall not be held liable, and/or (iii) refusal to perform delivery if the conditions create an unsafe or impracticable environment for staff or equipment.

**10. 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 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. (b) Event Delays, Interruptions & Performance Liability Lessor shall not be responsible or liable for any delays, interruptions, cancellations of performances, missed appearances, loss of ticket revenue, sponsorship losses, broadcast interruption, production downtime, reputational harm, artist dissatisfaction, labor costs, venue penalties, or any other direct, indirect, incidental, special, or consequential damages arising from equipment failure, transportation delays, setup delays, power issues, weather conditions, site access limitations, third-party actions, or circumstances beyond Lessor's reasonable control. Lessee assumes all operational and event-related risks associated with the use of the Rented Property.

**11. 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 Project Order and without re-executing this Agreement. a) Payment Default, Collections & Recovery Costs - Any unpaid balances not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is higher. In the event Lessor must pursue collection, enforcement, recovery of equipment, insurance claims, chargeback disputes, litigation, arbitration, or any other action arising from Lessee's breach of this Agreement, Lessee shall reimburse Lessor for all associated costs and expenses, including but not limited to attorneys' fees, collection agency fees, court costs, arbitration fees, expert fees, travel expenses, repossession costs, and administrative expenses. Lessor may charge any payment method provided by Lessee for unpaid rental charges, damages, missing equipment, freight charges, labor charges, late fees, cleaning charges, repair costs, replacement costs, and any other amounts due under this Agreement.

**12. 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.

**13. 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.

**14. Force Majeure.** Lessor shall not be deemed in breach of this Agreement or liable for any delay, interruption, reduction in scope, or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, severe weather, natural disasters, fire, flood, labor disputes, strikes, transportation delays, vehicle breakdowns, supply chain disruptions, equipment shortages, utility failures, governmental action, customs delays, terrorism, public health emergencies, pandemics, civil unrest, venue restrictions, or other unforeseen events. In such event, Lessor may suspend, delay, modify, substitute, or cancel performance without liability. Lessee shall remain responsible for all non-cancellable costs, labor performed, transportation incurred, and rental charges accrued prior to such interruption or cancellation.

**15. 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 Project Order.

**16. 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 Kansas 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 Kansas.

**17. 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 Johnson County, Kansas. 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 Johnson County, Kansas, (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.

**18. 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.

**19. 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.

**20. 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.

**21. 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

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