

ARIZONA DISPLAYS RENTAL AGREEMENT



Lessor: Arizona Displays LLC
1202 E Sea Breeze Drive
Gilbert, AZ 85234
480-222-5558
480-222-5508

Lease

Number: _____
Pick -Up Date: _____
date: _____

Lessee:

Company name

Street Address

City State Zip: Telephone Number: _____

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, subject to the terms and conditions of this Agreement, the following described exhibit display material ("Property"):

Exhibit Description: _____

Accessories: _____

2. **Lease Charges.**
- | | |
|-------------------------|----------|
| Retail Price: | \$ _____ |
| Rental Price: | \$ _____ |
| Security Deposit: | \$ _____ |
| Transportation Charges: | \$ _____ |
| (Estimated) | |
| TOTAL: | \$ _____ |

The total lease charges provided above shall be paid by Lessee in advance. Prior to pick-up.

3. **Rental Period.** The rental period shall be ___ days starting on the ship date indicated above or, if later the actual date the Property is shipped to Lessee. The Property shall be returned to Lessor at the address indicated above no later than 3:00 p.m. on the last day of the rental period or, if such day is a Saturday, Sunday, or legal holiday, the next business day. If the Property is not returned to Lessor by expiration of the rental period, Lessee shall pay Lessor a late charge of \$100.00_ times the number of days from the last day of the rental period to and including the date the Property is returned.

4. **Delivery of Property.** Unless the Lessee supplies explicit instructions, the method and route of delivery of the Property to Lessee's specified location shall be at Lessor's discretion. All transportation charges (including insurance) shall be borne by Lessee. If the method of delivery requires prepayment of transportation charges, Lessee shall, at Lessor's option, pay in advance the estimated transportation charges listed above or reimburse Lessor upon receipt of Lessor's invoice therefor. If actual transportation charges exceed the estimated transportation charges listed above, Lessee shall pay the difference to Lessor on receipt of Lessor's invoice for such difference.

5. **Return of Property.** Lessee shall return the property to Lessor carefully packed transportation charges prepaid and properly insured. If, notwithstanding the foregoing, Lessor is required to pay any transportation charges upon return of the Property, Lessee shall pay Lessor the amount thereof plus twenty percent (20%) service charge upon receipt of Lessor's invoice therefor.

6. **Damage to Property.** Lessee shall use due care in the use and handling of the Property and shall keep the Property in good condition. Lessee shall pay Lessor on return of the Property, or at the option of Lessor on receipt of subsequent billing, the cost, as reasonably determined by Lessor, of repairing any damage to the Property including but not limited to fabric tears, stains, gauges, scratches, cracks, chips, scorch marks, or burns, ordinary wear and tear accepted.

7. **Risk of Loss.** Risk of loss shall pass to Lessee upon the earlier of shipment or delivery to Lessee of the Property. In the event any of the Property shall become lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for its intended use for any reason, Lessee shall promptly pay \$ _____ to the Lessor the fair value of the Property as of the date of this Agreement as reasonably determined by Lessor. Upon payment of such amount the Property shall become the property of Lessee and Lessor will transfer to Lessee, without recourse, or warranty, all of Lessee's right, title and interest therein.

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8. **Security Deposit.** The security deposit, if any, shown above, will be held as security for the full payment and performance of all of Lessee's obligations hereunder. Lessor will deduct from the security deposit any loss resulting from Lessee's default hereunder, including any damage to the property or late charges. Lessee may retain the security deposit, without interest, until the Property is returned and all amounts payable by Lessee under this Agreement are fully paid.

9. **Indemnity.** Lessee agrees to indemnify and hold Lessor harmless from any liability, judgment, loss, cost, theft, damage or expense, including reasonable attorney fees, which in any way relates to or arises out of this Agreement or the Property, including, without limitation, the manufacture, delivery, actual or alleged ownership, performance, use, operation, possession, selection, leasing, or return of the Property, howsoever arising, in connection with any event occurring prior to the return of the Property to Lessor, except to the extent the same result solely from the gross negligence or willful misconduct of Lessor. The provisions of this Section 9 shall survive the expiration of the rental period.

10. **Limitation on Lessor's Liability.** The Lessor shall not be liable for any failure or delay in the delivery of the Property; for any failure to perform hereunder resulting from fire or other casualty, riot, strike, governmental regulation, or any other cause beyond Lessor's control; for any loss of profits or time, or other consequential damage resulting from any theft, damage, loss, defect, or failure of the Property or through recovery, repair, adjustment, service or replacement of any Property; or the use, operation or performance of any property or risks relating to it.

11. **Ownership, Liens.** (a) This Agreement is a lease only, and Lessor is and at all times will remain the owner of the Property. Lessee shall have no right, title or interest therein except as set forth in this Agreement. The Property is, and shall at all times be and remain personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor to insure that the Property shall remain personal property. Lessee shall not remove any labels, plates or other markings evidencing Lessor's ownership of the Property.

(b) Lessee shall not create, incur, assume or suffer to any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon effecting or with respect to the Property or this lease or any of Lessor's interest there under.

12. **Disclaimer of Warranties.** LESSEE ACKNOWLEDGES THAT THE PROPERTY IS USED AND THAT LESSOR IS LEASING THE PROPERTY "AS IS". LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY) IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE PROPERTY.

LESSEE:

LESSOR:

**Arizona Displays
1202 E Sea Breeze Dr
Gilbert, AZ 85234**

Print Name: _____
Print Title: _____
Signature: _____
Date: _____

Print Name: Colette Pedersen and Luka Rich
Print Title: owners
Signature: _____
Date: _____

Method of payment:

Check _____ or Visa/MasterCard _____

Card#: _____ Exp. _____

Signature: _____