

Rental Agreement Terms and Conditions

Custom Exhibits Corporation, hereby leases to Customer, and Customer hereby rents from Custom Exhibits Corporation, ("CEC") subject to the terms and conditions of this Agreement, the material ("Property") described in the Custom Exhibits Job Order Number _____.

Rental Period: The rental period is 10 days starting on the ship date indicated on the Job Order and returned to Custom Exhibits by 5 pm on the 10th calendar day, plus shipping, unless another time period is mutually agreed upon by the parties in writing. The rental period terminates, for the purpose of calculating late fees, upon return receipt by Custom Exhibits. The Customer shall return the property to Custom Exhibits at the address indicated on the supplied shipping label no later than 5pm on the last day of the rental period or, if such a day is Saturday or Sunday or a legal holiday, the next following business day. Return due date for Job Order Number _____ is 5 pm, _____.

Late Fees: Return shipments that are not received within the agreed upon rental period are subject to late fees. Late fees will be charged at \$25.00 per day, plus the prorated daily rental fee for each item of rental Property. If the Property is not returned to Custom Exhibits within 10 days past the return date the Property will be considered purchased by the Customer and the full price of the Property will be charged to the Customer's credit card. Full price will be charged on _____. See Fee Application paragraph, below.

Return of Property: The Customer shall be responsible for arranging for return transportation of the Property and must do so within the Rental Period defined above.

Damage to Property: The customer shall use appropriate care in handling of Property and keep Property in good condition. All Property that is returned modified, incomplete, damaged, or dirty will be the responsibility of the Customer and subject to repair or cleaning fees. In the event of damage (beyond normal wear) the repair cost(s) will be charged to the Customer upon return of item. Loss of items will be treated as a sale and a replacement fee shall be charged to Customer. The Customer agrees to pay replacement value for any loss of rented item(s).

Fee Application: Customer hereby authorizes the application of repair costs, cleaning fees, replacement fees, shipping fees, late fees and purchase costs to the Customer's Custom Exhibits' account or the Customer's credit card.

Payment Terms: Payment will be full payment with the order, prior to shipping.

Indemnity: The Customer agrees to indemnify and hold Custom Exhibits harmless from any liability, judgments, loss, damage or expense including any reasonable attorneys fees which in any way relate to or arise out of the agreement or use of the property, including without limitation to the manufacture, delivery, performance, use, operation, possession, selection, leasing or return of the property to Custom Exhibits except to the extent of the same results solely from the gross negligence or the willful misconduct of Custom Exhibits.

Limitation of Liability: Custom Exhibits 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 casualty, riot, strike, governmental regulation, or any other cause beyond Custom Exhibits' control. Custom Exhibits' TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL BE LIMITED TO FEES ACTUALLY PAID TO CUSTOM EXHIBITS UNDER THE RELATED JOB ORDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES.

Ownership: This agreement is a lease only, and Custom Exhibits is and at all times will remain the owner of the Property. Customer shall have no right, title or interest therein except as set forth in this Agreement.

Disclaimer of Warranties: Customer acknowledges that the Property is used and that Custom Exhibits is leasing the Property "as is." Custom Exhibits makes no warranties, express or implied, concerning the Property, including without limitation, the warranty of fitness for a particular purpose. To the fullest extent permitted by law, Customer hereby waives any claim it might have against Custom Exhibits for any loss, damage or expense caused by Property.