



## **EQUIPMENT LEASE AGREEMENT**

Parties:

Known as "Lessor"

Glad You Rang

1148 S. Blueberry Pl. Kennewick, WA 99338

and

Known as "Lessee"

You (defined as customer/lessee to contract)

Collectively, all of the above people or businesses entering this Equipment Lease Agreement will be referred to as the "Parties." This Equipment Lease ("Lease") is made and effective by signing or electronically signing the contract, or by purchasing services by and between Glad You Rang, ("Lessor"), and current user ("Lessee"). By signing the contract (or electronically signing) or purchasing services, Lessee agrees to be bound by these terms and conditions, whether or not Lessee has read them. Lessor may at its sole discretion modify these terms and conditions at any time and any modifications shall become effective immediately as posted on this site. By signing or electronically signing the contract, or purchasing services, Lessee indicates acceptance of the modified terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

### **Purpose of the Equipment Lease Agreement**

Lessee wishes to hire Lessor to provide services relating to Lessee's as detailed in this Equipment Lease Agreement. Lessor has agreed to provide such services according to the terms of this Equipment Lease Agreement. Any physical pieces of product Lessor is providing for Lessee will be referred to as "Equipment."

### **Terms**

*Services.* The services provided by Lessor are those as specified in the proposal/quote/purchase order/invoice to which these Terms and Conditions pertain.

*Lease.* Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment shown in the order preview on the respective invoice ("Equipment"). Lessor reserves the right to refuse or decline leasing Equipment to potential lessee at Lessor's sole discretion. Lessor may,



at its sole discretion, gather information from third parties regarding potential lessee's past rental history and creditworthiness.

*Term.* The term of this Lease shall commence on the day of the first attempt by the parcel carrier used by Lessor to deliver the item, and expires 72 hours after the event date. Lessor will ensure the Equipment will be delivered to Lessee at least 24 hours prior to the event date, typically 2 days prior to the event date, unless otherwise discussed via email. The Equipment must be return-shipped to Glad You Rang before shipping cut-off time with the courier on the last day of the Rental Period via the parcel carrier used by Lessor, unless prior arrangements were made between Lessee and Lessor. Should Lessee return the Equipment using a shipping label not provided by Lessor, and the Equipment is not returned on or before the expected return date, Lessor reserves the right to charge the Lessee additional fees for the extra time the Equipment was in transit or late. You hereby give Lessor permission to contact you via the US mail, email, telephone, or text message regarding information on or status of your rental.

*Rent and Deposit.* All rent will be paid in advance, in full before the order ships.

*Use.* Lessee shall use the Equipment in a careful, safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, and regulations in any way relating to the possession, use or maintenance of the Equipment including any manufacturer's recommendations, warnings and instructions as to the safe use of the Equipment.

*Representations, Warranties and Agreements.* Lessee has selected the Equipment without relying upon any suggestion or recommendations of Lessor or its employees and Lessee understands and agrees that Lessor assumes no responsibility for the Equipment as being fit for any particular purpose.

Lessor represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of its knowledge at the inception of the rental; (2) Lessor is responsible for routine repair and maintenance of the Equipment prior to rental; (3) Lessor has the right to enter into the rental of the Equipment. Lessee agrees as follows: (a) except as set forth in Lessor's representations and warranties above, the Equipment is rented to Lessee without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Lessor shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect, consequential, or punitive damages, production delays; and (c) except as set forth in Lessor's representations and warranties above, Lessee is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Lessee's usage, possession, transportation or failure to return the Equipment for any



reason, including, without limitation, as a result of the negligence or willful misconduct of Lessee, its employees, agents, or contractors. At all times Lessor's maximum liability in connection with the Equipment is limited to the rent paid to Lessor by Lessee.

### **Delivery of Services, Return of Equipment**

*Delivery of Services/Equipment.* Lessor will ensure the equipment is delivered to Lessee at least 24 hours prior to the event date, unless otherwise agreed upon with Lessee, or if there is a delay in shipment outside of the Lessor's control. Lessee understands that Lessor typically will deliver equipment to Lessee within two to three days prior to the event date.

Lessor will ship the equipment to the address provided by Lessee above unless Lessee provides Lessor with an alternate address in an adequate amount of time for Lessor to update the current address.

*Shipping.* Lessor does not ship on federal holidays. Lessor cannot guarantee the arrival date of the order as that is outside the control of Lessor. Any shipping or transit time estimates provided by Lessor are estimates only. Lessee is encouraged to order in a timely fashion to avoid delays caused by product unavailability or shipping. Lessee agrees to obtain and retain the shipping receipt for all return shipping until Lessor notifies Lessee of Lessor's receipt of such returned product.

*Age.* Due to the value of the Equipment Lessor will not rent Equipment to persons under the age of 18. Lessee agrees not to allow any person to pick up, or return the Equipment who is under the age of 18.

*Surrender.* The expiration of this Lease is 72 hours after the event date. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessor's cost and expense via the shipping method specified by Lessor. Lessee shall be responsible for proper packaging of the returned Equipment using shipping and packaging materials provided by Lessor in the order shipment. Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to the condition of the returned Equipment. Lessor reserves the right to inspect the Equipment within a reasonable time after the return of the Equipment and make a determination as to whether such returned Equipment was damaged during the period the Equipment was in Lessee's possession.

*Used Equipment.* Lessee acknowledges that the Equipment may be used gear and may be cosmetically flawed. However, Lessor warrants that the Equipment, whether new or used, will be in proper working condition when leased to Lessee. Should Lessee discover that the



Equipment, as received, is not working properly, Lessee agrees to notify Lessor pursuant to the "Non-Working Equipment" Section of this Equipment Lease Agreement.

*Typographical Errors.* In the event a product rental rate is listed incorrectly due to errors in pricing information received from Lessor's suppliers, Lessor has the right to refuse or cancel any orders placed for products listed at the incorrect rate whether or not Lessee's credit card has been charged. Should Lessor cancel Lessee's order, Lessor will immediately credit Lessee's account for the incorrect amount paid.

*Order Acceptance Policy.* Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. Glad you Rang reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any reason.

*Out-of-Stock Products and Multiple Product Orders.* Lessor will ship the Equipment to Lessee as it becomes available. There may be times when the Equipment Lessee ordered is out-of-stock which will delay fulfilling Lessee's order. Lessor makes no guarantees as to availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each of Lessor's customer returns Equipment within the prescribed Rental Period. Lessor will keep Lessee informed of any Equipment that Lessee has ordered that are out-of-stock and unavailable for immediate shipment. If Equipment is out-of-stock or unavailable, Lessee may cancel the order at any time prior to shipping. For a multiple product order, Lessor will make every attempt to ship all products contained in the order at the same time. Equipment that are unavailable at the time of shipment of other Equipment will be shipped as they become available unless Lessee notifies Lessor of their alternate wishes to this end. Lessee will only be charged for Equipment contained in a given shipment, plus any applicable shipping charges. Lessee will only be charged for shipping at the rate quoted on Lessee's purchase receipt. The entirety of this shipping charge may be applied to the first Equipment shipped on an order requiring multiple shipments.

### **Cost, Fees and Payment**

*Cost.* The price and products are those as specified in the proposal/quote/purchase order/invoice to which these Terms and Conditions pertain. The first payment is a non-refundable retainer. At a minimum, Lessee agrees that the retainer fee fairly compensates Lessor for committing to provide the Services and turning down other potential projects/clients.

*Taxes.* Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising



out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee. Lessee shall indemnify and hold Lessor harmless from any taxes, fees, and penalties arising out of Lessee's lease, use and possession of the Equipment except for those taxes, fees and penalties based upon Lessor's income.

*Default.* If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- a. To charge Lessee's credit card on file for all amounts due (including any late fees) and owing.
- b. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- c. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
- d. To terminate this Lease.
- e. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

*Bankruptcy.* If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.



*Assignment.* Neither this Lease nor any interest therein is assignable or transferable by Lessee without Lessor's advance written consent, which consent may be withheld in Lessor's unfettered discretion.

*Insurance and Deposit.* Some orders may require that Lessee insure the Equipment for the duration of the Rental Period or provide an authorization hold to be placed on Lessee's credit card on file in an amount to be determined by Lessor until the Equipment has been returned to Lessor in good working order. Should Lessee choose to insure the Equipment, Lessee shall add Glad you Rang as Additional Insureds on Lessee's insurance policy and provide Lessor with a Certificate of Insurance at the time of the order.

### **Exclusivity & Ownership**

*Exclusivity.* Lessee understands and agrees that Lessee has hired Lessor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Lessor hires to complete the Services outlined in this Equipment Lease Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Equipment Lease Agreement.

*Ownership.* The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

### **Intellectual Property**

*Copyright Ownership.* In the event that any copyrighted work(s) are created as a result of the Services provided by Lessor in accordance with this Equipment Lease Agreement, Lessor owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Equipment Lease Agreement, are expressly and solely owned by Lessor and may be used in the reasonable course of Lessor business.

*Permitted Uses of Product(s).* Lessor grants to Lessee a non-exclusive license of product(s) produced with and for Lessee for personal use only so long as Lessee provides Lessor with attribution each time Lessee uses Lessor's property. Personal use includes, but is not limited to, use within the following contexts:

In photos or videos on Lessee's personal social media pages or profiles.



In any format used on Lessee's website.

### **Impossibility**

*Force Majeure.* Lessor will not be liable to Lessee for failure to perform any obligations otherwise required herein in the event of strikes, lockouts, calamities, acts of God, fire, flood, pandemic, and/or unavailability of supplies or other events over which Lessor has no control for so long as such event continues and for a reasonable period of time thereafter.

### **Artistic Release**

*Style.* Lessee has spent a satisfactory amount of time reviewing Lessor's work and has a reasonable expectation that Lessor will perform the Services in a similar manner and style unless otherwise specified in this Equipment Lease Agreement.

*Consistency.* Lessor will use reasonable efforts to ensure Lessee's desired Services are produced in a style and manner consistent with Lessor's current portfolio and Lessor will try to incorporate any reasonable suggestion made by Lessor. However, Lessee understands and agrees that:

Every client, event and wedding is different, with different tastes, budgets, and needs;

Guest Book services are often a subjective art and Lessor has a unique vision, with an ever-evolving style and technique;

Lessor will use its artistic judgment when providing Services for Lessee, which may not include strict adherence to Lessee's suggestions;

Although Lessor will use reasonable efforts to incorporate Lessee's suggestions and desires when providing Lessee with the Services, Lessor shall have final say regarding the aesthetic judgment and artistic quality of the Services, including any furniture brought by Lessor to the event/wedding;

Dissatisfaction with Lessor's aesthetic judgment or artistic ability are not valid reasons for termination of this Equipment Lease Agreement or request of any monies returned, including the length and amount of voicemails Lessee receives.

### **Limit of Liability**

*Indemnity.* Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's



use of the Equipment, including without limitation the selection, possession, use, operation, or return of the Equipment.

*Maximum Damages.* Lessee agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Equipment Lease Agreement or Services provided in this Equipment Lease Agreement are equal to but not greater than the original cost of the device provided by Lessor.

*Non-Working Equipment.* Lessee shall notify Lessor within 6 hours of receipt of Equipment any malfunction and/or alleged damage of such Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Lessee's negligence or willful acts, Lessee must not attempt to repair or modify the equipment himself/herself. Lessee must return such non-working Equipment to Lessor and Lessor will either replace the non-working Equipment with a functioning equivalent ("Replacement Equipment") or issue Lessee a credit or full refund of all rental charges paid by Lessee at Lessee's option. The rental charges for all such non-working Equipment so returned will commence upon Lessee's receipt of the replacement Equipment. Once Lessor receives notification of suspected damage of Equipment in transit, Lessor shall send such damaged Equipment to the manufacturer for inspection and repair. Lessee and Lessor hereby agree to be bound by the damage report provided by such manufacturer as to the cause and liability of such damage.

*Loss and Damage.* Except as set forth in Lessor's representations and warranties above, Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment (and any audio files generated from the Equipment) from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease. In the event of damage of any kind whatever to the Equipment, Lessor may: (a) charge Lessee's credit card for the full cost of repair; and (b) repair the Equipment using a vendor at Lessor's sole discretion. In addition to repair or replacement fees, Lessor may charge Lessee's credit card for a "Loss of Use Fee" in the event Lessee did not purchase a damage waiver at the time of the initial rental order. "Loss of Use Fee" is equal to the daily rental fees Lessor would have been entitled to receive for the Equipment had it not been damaged or lost. In the event the Equipment becomes damaged beyond repair, Lessee shall pay Lessor the full replacement value of the Equipment. Lessee must ensure that the Equipment, when returned to Lessor, is clean. Should the returned Equipment be deemed dirty in Lessor's sole judgment, Lessor reserves the right to charge Lessee a "Cleaning Fee".

*Repairs.* Lessee agrees not to attempt to repair or materially alter the physical or otherwise makeup of the Equipment under any circumstances regardless of fault.





*Errors Using Equipment.* Lessor will aid Lessee in instructing how to operate Equipment through instructions delivered either physically, via email, or through photo or video format. Lessee agrees to release Lessor of any responsibility if there are errors in the use of Equipment and assumes all risk of operation of the equipment and agrees to not hold Lessor responsible for any issues or errors to occur with the Equipment.

### **Cancellation, Rescheduling and No-Shows**

*Cancellation, Rescheduling of Services or No-Show Client.* If Lessee desires to cancel Services, reschedule Services, or if it becomes impossible for Lessor to render Services due to the fault of the Lessee or parties related to Lessor, such as failure of the event to occur or failure of one or more essential parties to the event to show up in a timely manner, Lessee shall provide notice to Lessor as soon as possible via the Notice provisions detailed in this Equipment Lease Agreement. Lessor has no obligation to attempt to re-book further Services to fill the void created by Lessee's cancellation, rescheduling, no-show or if it becomes impossible for Lessor to provide the Services due to the fault of Lessee (or parties related to Lessee), and Lessor will not be obligated to refund any monies Lessee has previously paid towards the Total Cost. Lessee is not relieved of any payment obligations for canceled Services, rescheduled Services, failing to show up for the event, or should it become impossible for Lessor to provide the services due to the fault of Lessee (or parties related to Lessee) unless the Parties otherwise agree in writing. For instance, if Lessor is able to secure another, unrelated client for the agreed-upon event date, then Lessor may choose, at its sole discretion, to excuse all (or a portion of) Lessee's outstanding balance of the Total Cost.

*Failure to Perform Services.* In the event Lessor cannot or will not perform its obligations in any or all parts of this Equipment Lease Agreement, it (or a responsible party) will:

Immediately give Notice to Lessee via the Notice provisions detailed in this Equipment Lease Agreement; and

Attempt to find another competent professional to take its place with the mutual agreement of Lessee(s);

If another competent professional is not available or Lessee(s) do not agree to transfer of obligations to said alternate professional, Lessor will issue a refund or credit based on a reasonably accurate percentage of services rendered; and

Excuse Lessee(s) of any further performance and/or payment obligations in this Equipment Lease Agreement.

### **General Provisions**



*Entire Agreement.* This Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to herein, and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement.

*Severability.* If any portion of this Equipment Lease Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Equipment Lease Agreement remain in full force.

*Additional Documents.* If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

*Amendment.* The parties may amend this Equipment Lease Agreement only by the parties' written consent via proper Notice.

*Attorney's Fees.* In the event any party hereto brings a claim arising from or relating to this Agreement, or to enforce this Agreement, the "prevailing party" shall be entitled to recover all its reasonable attorneys' fees and costs incurred as a result of such a claim as costs of suit or as damages.

*Notice.* Parties shall provide effective notice ("Notice") to each other via email of delivery at the date and time which the Notice