

Artistry In Motion, Inc.
Equipment Rental Agreement

This Agreement is entered into this ____ day of _____ 200_ by and between _____ with offices at _____ (“Lessee) and Artistry In Motion, Inc. 15101 Keswick Street, Van Nuys, CA 91405 (“Lessor”).

1. **ENTIRE AGREEMENT:** This Rental Agreement, combined with the Artistry In Motion, Inc. Standard Conditions of Sale, contains the entire agreement between the parties hereto and supersedes all prior understandings or agreements. No waiver, change or modification of any term or condition hereto shall be binding unless agreed to in writing by the party to be bound.
2. **RENTAL RATE:** Lessee agrees to pay, according to contract terms, all charges and costs for the use of the confetti and equipment as outlined in Order number _____.
3. **INSPECTION:** Lessee acknowledges that it has inspected the equipment to be rented under this rental agreement and has accepted such equipment in good working condition and repair at the times of its delivery, without any guarantee or warranty from Lessor. All equipment is rented on an “as is” basis. Lessee acknowledges that it fully understands the proper operation and use of the equipment. After acceptance, and until redelivery of the equipment to Lessor, Lessee agrees that Lessor shall have no responsibility for its failure to function, for its maintenance or care, or for any damage caused to or by the equipment. During such time, Lessee shall maintain, service, and keep in good repair the equipment at its own expense, normal wear, tear or depreciation excepted.
4. **LOSS OR DAMAGES:** Lessee shall not abuse, harm, or misuse the equipment. All risk of loss or damage to the equipment shall be born by Lessee. The lessee shall adequately insure the equipment under the Lessee’s rental insurance policy (Lessee shall also be liable for any deductible or loss not covered by such insurance policy).
5. **REPAIR OR REPLACEMENT:** In the event of loss or damage, the rental charge for the equipment shall continue until the fully repaired or replaced equipment is returned to Lessor, and Lessee shall forthwith cause such equipment to be replaced or fully repaired. After the equipment has been returned to Lessor fully repaired or replaced and all deductibles and loss have been covered, Lessor agrees to assign the Lessee any rights, which Lessor may have under insurance policies covering the equipment as reimbursement to Lessee for any sums expended by Lessee for the repair or replacement of the equipment.
6. **DISCLAIMER OF WARRANTIES.** The Lessor expressly excludes all warranties covering the equipment, whether express, implied or arising by operation of law, including the implied warranties of merchantability and fitness for a particular purpose. Lessor shall not be responsible for any loss,

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- damages or injury to Lessee or Lessee's property in any way connected with the operation, use, defect in or failure of the equipment.
7. INDEMNITY. Lessee shall protect, hold harmless, and indemnify Lessor from and against any and all claims, damages, judgment, expense (including attorneys' fees) and losses of any nature in connection with, arising from or related to renting, condition, operation, and use of the equipment. Lessee agrees to provide Lessor with a complete report of any accident involving the equipment.
 8. COMPLIANCE WITH LAWS. Lessee agrees, at its sole expense, to comply with all municipal, country, state, and federal laws, ordinances and regulations which may affect the equipment while it is the possessions and use of Lessee.
 9. SUBLETTING: Lessee shall not sublet or assign this Rental Agreement or the equipment covered hereby except by written consent of Lessor.
 10. TAXES: Lessee shall pay all taxes, fees, and assessments, arising out of the hiring, use or operation of the equipment, and Lessee shall promptly notify Lessor of any such amounts, tax notices, or inquiries from taxing authorities.
 11. TITLE: Title to equipment is and shall remain the property of Lessor, and if the equipment is levied upon, Lessor may repossess the equipment without notice or legal process.
 12. DEAFULT: Upon the occurrence of any default by the Lessee in any of the terms or conditions of the Rental Agreement, Lessor may, at its option, and without notice or demand to Lessee, declare this rental agreement in default, whereupon all rights of the Lessee in the equipment shall terminate. Without limiting any of the Lessor's remedies, upon default the equipment shall be promptly surrendered to Lessor.
 13. CAPTIONS. The respective captions in this agreement are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this agreement.
 14. LAW. This Rental Agreement is made under and shall be construed in accordance with and governed by the laws of the State of California.

Agreed as written.

Lessee,

By: Date:

Artistry in Motion, Inc.

By: Date: