

## **RENTAL TERMS**

### **1. PARTIES**

- (a) The property is in the possession of Newel LLC, 32-00 Skillman Avenue, LIC NY 11101.  
(b) The Customer is the person named on the Newel LLC order form.

### **2. LAW**

All parties shall agree to the laws that apply and submit to the jurisdiction of the Courts of the State of New York, USA.

### **3. OFFICIAL ORDER**

All transactions with Newel LLC are to be on Newel LLC's RENTAL INVOICE order forms quoting items and rental charge as agreed for a period noted on the form. All items are to be covered by Customer's official order (purchase order) if available. By taking delivery, accepting merchandise, or making payment, Customer agrees to the full terms and conditions of this document.

### **4. RENTAL CHARGES**

1st rental period and rental charges are noted on Newel LLC's RENTAL INVOICE order form.

2nd and subsequent periods will be charged half (½) rate of initial RENTAL INVOICE.

Special rental charges for specific items or time periods will be pre-arranged as stated on the Newel LLC RENTAL INVOICE order form. Items subsequently cancelled from an order form that were prepared for pickup may be subject to a cancellation charge at Newel LLC's discretion of 25%.

### **5. EXTENDED RENTAL**

Prior notice shall be given to Newel LLC by the Customer to extend rental period.

### **6. PAYMENT**

Payment is due for all services at time of rental (in case of extension at the time of notice), except for account customers, when payment is due after 30 days. Customer is responsible for payment of sales taxes unless Newel receives satisfactory documents exempting such charges.

### **7. LOSS/DAMAGE AND INSURANCE**

Items shall be kept in good repair and condition. Items returned damaged or altered will be restored by Newel who will charge based on cost of restoration (including when appropriate depreciation in value). Items not returned or which cannot be restored will be charged at an insurance risk value as posted on the public NEWEL SALES web site (NEWEL.COM) less a trade discount of 20%. Items NOT posted on that site with have an agreed replacement valuation of 3 X the rental price as listed on the RENTAL INVOICE order form. It is the responsibility of the Customer to insure with reputable insurers at the insurance risk values against loss or damage howsoever caused from time of collection until return and to produce a certificate of Insurance on demand. If Customer authorizes Newel LLC to procure a certificate of insurance, such charges will be quoted by Newel based on value and time period of merchandise use. The fees for insurance coverage obtained by Newel LLC are due at the time of pickup.

### **8. COLLECTION AND DELIVERY**

Collection and return of goods is by Customer, unless pre-arranged to the contrary when this service will be charged as an extra.

### **9. PRESERVATION**

No alterations shall be made to items without the prior written consent of Newel LLC and shall be subject to the conditions of such consent. Labels identifying items as the property of Newel shall not be removed. The location of items all times shall be confirmed to Newel LLC on demand. No items shall be used for any purpose other than that for which such items are designated for and shall not be lent or sub-let to any third party.

### **10. INDEMNIFICATION AND FITNESS**

The Customer shall indemnify Newel LLC against all claims and expenses in respect of damage injury or loss arising directly or indirectly out of the use or condition of the items and shall be responsible for selection. No warranty of fitness is given by Newel LLC for any particular use or purpose of the merchandise which are rented on an "as is" basis. Customers are respectfully reminded of copyright legislation and Newel shall not be liable for any possible copyright infringement. To the best of Newel LLC's knowledge, only art and sculpture to be rented will have clearance for that purpose.

### **11. SURETY**

Newel may request a Surety and if this is agreed, the guarantee of the Surety to Newel shall be for the due performance by the Customer of all the rental terms and conditions and any time allowed or forbearance shown to the Customer shall not relieve the Surety from liability upon such guarantee.

### **12. ADVERTISEMENTS**

No reference to Newel is to be made in advertisements or literature without written permission.

### **13. TITLE**

Title to the merchandise is and shall remain with Newel. If the merchandise is levied upon for any reason, Newel may reclaim the merchandise without notice or legal process, and may take all actions reasonable necessary to do so. Authorized copies must be returned to Newel or client will be charged a fee. No unauthorized copies of any item of the Merchandise are permitted to be made without the express permission of Newel.

### **14. USE OF DEPOSIT UPON BREACH OF CUSTOMER**

Customer acknowledges that the purpose and intent of a deposit paid by customer is to secure the payment of rental charges and to guarantee the full and complete performance of each of the terms hereunder to be performed by the Customer.