

Los Angeles Rag House, Rental Agreement

LOS ANGELES RAG HOUSE, hereby rents to and enters into an agreement ("Agreement") with the person or entity ("Renter"), identified by the name and confirmed by the signature on the reverse side of this Agreement, subject to all terms and conditions on both sides of the Agreement, and the RENTER, in consideration thereof acknowledges and agrees to the following:

1. Los Angeles Rag House gives no warranty expressed or implied of merchantability or fitness or as to condition or quality of any equipment and/or merchandise (the "Equipment") rented, and in no way be responsible for damages or injury resulting while in RENTER'S possession. RENTER acknowledges that the equipment has all been personally inspected and received in good condition and accepted AS IS, and RENTER agrees to hold Los Angeles Rag House harmless for any damages sustained from the same while in the RENTER'S possession.
2. RENTER certifies and acknowledges that it has received from Los Angeles Rag House all the Equipment listed and identified in this Agreement.
3. That all charges for rental of the Equipment and services are to be paid in full at time of invoice due date. There will be a \$25.00 Charge for all Returned checks.
4. That this Equipment is to be used by the RENTER at the designated address only for the stated period, and solely for the purpose for which said Equipment was manufactured and intended. Any misuse by the RENTER, its employees, agents, independent, and/or guests shall be at the risks of the RENTER. That this Equipment shall not be removed from the designated address without the prior written consent of LOS ANGELES RAG HOUSE, except to return it to LOS ANGELES RAG HOUSE. RENTER agrees not to release or re-deliver said Equipment to any other person or entity without prior written consent of LOS ANGELES RAG HOUSE. Title to said Equipment shall at all times be in LOS ANGELES RAG HOUSE and this transaction is a bailment only.
5. RENTER shall immediately upon receipt inspect all Equipment and immediately return it if it is not safe or suitable. RENTER shall immediately discontinue use of the EQUIPMENT should it at any time, while in RENTER'S possession, become unsafe or unusable, and immediately notify LOS ANGELES RAG HOUSE of the same.
6. If any of the Equipment is damaged, lost, stolen, or destroyed, or any person is injured or dies, or if any Equipment is damaged as A result of its Operation use, maintenance, or possession, RENTER shall promptly notify LOS ANGELES RAG HOUSE of the Occurrence, and shall file all Necessary accident reports, including those requires by law and those required by insurers.
7. If the Equipment is lost, stolen or damaged while in the care of the RENTER or anyone who RENTER has contracted for Services or space rental in connection with the use of rented Equipment, RENTER will pay LOS ANGELES RAG HOUSE The cost of replacement or repair of the Equipment. Such damages as burns from any source, tears or unremovable stains especially shall be chargeable to RENTER. And RENTER agrees to pay LOS ANGELES RAG HOUSE in full for such damages within five (5) days after notification by LOS ANGELES RAG HOUSE.
8. That RENTER, on due date will immediately return all the rented Equipment, with all accessories, attachments and part therefor to LOS ANGELES RAG HOUSE in the same condition the Equipment was received. If RENTER fails or refuses to return the Equipment to LOS ANGELES RAG HOUSE shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense, or other proceedings to RENTER.
9. RENTER shall not pledge, encumber, create a security interest in, or permit an lien to become effective on any of the rented Equipment.
10. RENTER agrees to protect said Equipment of LOS ANGELES RAG HOUSE from loss and damage, especially damage caused by inclement weather. RENTER agrees at its own cost and expense to maintain in full force and effect personal property damage insurance, insuring the interest of LOS ANGELES RAG HOUSE in the rented equipment. The risk of loss of the Equipment shall pass to RENTER as soon as the goods are properly located on the carrier designated to deliver or ship the goods to RENTER. That LOS ANGELES RAG HOUSE at its own discretion may report as stolen all the Equipment not returned to LOS ANGELES RAG HOUSE within five (5) days of the due date of such Equipment, or condition indicates theft before that time.
11. In the event that RENTER/USER has directed that the rental charges here under be billed to another person or entity, and payment is not made such Such person or entity within ten (10) days after invoice date, RENTER/USER shall promptly upon receiving notice of nonpayment, pay said rental charges in full in such additional or other charges may be added to the outstanding balance pursuant to the terms hereof.
12. RENTER agrees not to attempt to make repairs of any kind or nature in the event the Equipment becomes inoperative, RENTER agrees to notify LOS ANGELES RAG HOUSE immediately.
13. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, Default in connection with any of the provisions of this Agreement, if successful LOS ANGELES RAG HOUSE shall entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which it might be entitled. That RENTER shall defend, indemnify and hold LOS ANGELES RAG HOUSE harmless for any claim and/or liability whatsoever resulting from or arising out of the use of the Equipment, and that the renter will pay all collection fees, court costs, attorneys fees, and any other expenses required to enforce the terms and conditions of this agreement.
14. In the use of any and all Equipment which is supplied by other to LOS ANGELES RAG HOUSE, RENTER agrees to save and hold harmless LOS ANGELES RAG HOUSE and/ or it's employees, agents, representatives for any damages or injuries sustained from the same while in RENTER'S possession. RENTER agrees to provide a safe environment for LOS ANGELES RAG HOUSE employees, agents, and representatives, and their services to utilized, and assumes full responsibility for the same when on RENTER'S location, whether rented, leased, or owned by RENTER.
15. A PURCHASE ORDER and APPROVAL NOTICES must accompany all orders. RENTER assumes all responsibility for the amount due Indicated on the reverse side.
16. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.
17. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor Shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The remedies of LOS ANGELES RAG HOUSE shall cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy.
18. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed in original, but all of which together shall constitute one and the same instrument. If any provisions agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of the Agreement be construed to remain fully valid, enforceable, and binding on the parties.
19. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and waived. The provisions of this Agreement shall interrupted in a reasonable manner to effect the purposes of the parties in this Agreement.
20. This Agreement shall be construed in Accordance with, and governed by, the laws of the State of California as applied to contracts that are executed And preformed entirely in California. Each party to this Agreement hereby consents to jurisdiction of any State or Federal Court located within Los Angeles County of this State of California.