

## DAMAGE WAIVER

### A DAMAGE WAIVER IS NOT INSURANCE.

You are still responsible for the props that you have rented. You may not change the props (including putting screws or nails into them under the misguided idea you are repairing them.) and you must care for them. The contract as specified on the back of your rental contract is still in force. However, in return for your acceptance of the damage waiver we agree to waive our right to collect damage fees except as specified below. If you have insurance the damage waiver becomes secondary and you agree to exercise all rights available to you under your insurance coverage and assign all claims and proceeds from your insurance coverage to us.

Notwithstanding the foregoing, Your liability for loss of, or damage will not be waived in the following circumstances:

1. Any item or part thereof, which is not returned, irrespective of the reason, including theft.
2. Reckless, careless or abusive use of items.
3. Use of items in ways not intended i.e. dancing on tables, standing on chairs.
4. Damage resulting from vandalism, malicious mischief or intentional abuse.
5. Damage due to your neglect or misuse.
6. Damage so severe the item can not be repaired.

### You must care for the Rental Items

1. You must clean items before returning them. Remove moretight, tape, wax, food and drink residue, make up, etc. Sweep or vacuum rugs. Wash dishes & glassware.
2. Roll up rugs neatly.
3. Use packing blankets when moving furniture, bubble wrap or tissue to pack fragile items.
4. Do Not use any screw, nails or glues on rented items with out permission.  
Do not paint or alter any props with out permission.

## RENTAL CONTRACT

ANYTHING BUT COSTUMES does not guarantee, assume responsibility or make any representations for the condition or performance of the rental items. Most items are antiques or used & must be treated accordingly.

Accrued rental prices do not apply against purchase prices and do not include tax, delivery, pickup, or shipping.

The renter agrees to pay an additional rental fee if equipment is returned after the due date. Rental time applies to all items for the length of time they are absent from ANYTHING BUT COSTUMES, this includes items taken but not used, or items not in use and waiting for return.

All items are to be returned in the same (or better) condition unless alterations were approved and discussed. The renter will at his own expense keep and maintain the items rented in good condition during the term of the contract.

If any items are lost, stolen, missing, broken or damaged the renter agrees to replace them with items of similar value and nature or pay ANYTHING BUT COSTUMES compensation.

The renter agrees to be responsible for the safe and proper use of all items. The renter agrees to be an insurer of the items and to take full responsibility and assume all risk for the rented items for the entire period they are away from ANYTHING BUT COSTUMES. The renter will take full responsibility whether it is the renter's fault or not. The renter further agrees to compensate ANYTHING BUT COSTUMES for replacement or for the cost of repairs.

The renter agrees to pay all reasonable attorney fees and costs incurred by ANYTHING BUT COSTUMES in protecting its rights or property under this agreement or in any action.

Acceptance of returned items is not a waiver of any claims ANYTHING BUT COSTUMES may have against the renter, nor a waiver for damage to any items.

The acceptance of rent or other payments or portion thereof will not be seen as a waiver of ANYTHING BUT COSTUMES' right to enforce payment of rent or other payments as provided by this agreement.

The renter agrees to indemnify and hold ANYTHING BUT COSTUMES harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damage or injury to persons or property of whatever kind or nature arising from the use or misuse of the rented items, or from carelessness of the renter's employees, or people under the supervision of the renter.

If the renter shall default on any of these terms, or conditions, or in punctually making payments, or if any execution of other writ or process shall be issued in any action or proceeding against the renter, whereby the rented items may be seized or taken or instituted by or against the renter or his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, ANYTHING BUT COSTUMES, its agents or employees, may enter upon any premises where said items may be, & may remove the same therefrom, with or without force & with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

No terms, representation or warranty, express or implied, not herein set out shall bind ANYTHING BUT COSTUMES. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties.