

\_\_\_\_\_  
(date)

**The parties**

Between the undersigned:

The company PosterGarden, located at 630 NW 14<sup>th</sup> Avenue, Portland, OR 97209 and

the company \_\_\_\_\_ located at \_\_\_\_\_,  
below designated as "the lessee", it is agreed that:

**ARTICLE 1 – ADHERENCE TO POSTERGARDEN'S GENERAL TERMS AND CONDITIONS OF SALE**

The present lease requires prior agreement of the General Terms and Conditions of Sale from PosterGarden.

**ARTICLE 2 - PURPOSE**

The company PosterGarden agrees to make available to the lessee the designated material in the attached list of parts. Custom graphics printed at the request of the client company do not enter into this lease.

**ARTICLE 3 – DURATION**

The contract is for a duration of 30 days, from the date the material is removed or shipped from our warehouse.

The lease period begins on the day the material is removed or shipped from our warehouse and ends upon return to our warehouse.

The lease is considered to be for 1 event. The duration of the lease may begin up to 7 days before the event's installation day and may end up to 7 days after the event's dismantling day. In the case of an advance warehouse, the lease may begin up to 7 days before the advance warehouse date and may end 7 days after the dismantling date. In all cases, the total duration of the lease must not exceed 30 days. Extra days will be billed at 3% of the total amount per day.

The lessee must return the material to PosterGarden in its original packaging in the same condition in which it was received and on the agreed upon date.

All missing, deteriorated or broken materials will be invoiced to the lessee (cf. article 8). Any materials returned past the predetermined return date will be subject to a fee of 3% per day. Items not returned 30 days after the predetermined end of the lease will be billed at full price and will then be considered property of the client company.

The custom graphics printed at the request of the client company are not to be returned to PosterGarden except in the case where they will be reused in another project, or where graphic storage inspection or recycling is requested.

Graphics returned with the leased items will be subject to a graphic dismantling, inspection and packaging fee.

#### **ARTICLE 4A – RENT**

The fee for the rental of these materials is \_\_\_\_\_ US DOLLARS before applicable taxes. Shipping, installation and any other requested services are not included in this price or contract.

PosterGarden requires payment in full for the lease at the time the order is placed.

#### **ARTICLE 4B – PURCHASE OPTION**

The lessee has the option to purchase the exhibit for the full retail purchase price anytime within the rental period. It is advised that this decision should be made prior to shipping the rental materials back to our warehouse to avoid return shipping charges and additional setup fees once the exhibit has been returned to as rental exhibits are inspected and dismantled upon receipt.

#### **ARTICLE 5 – CANCELLATION**

Any cancellation of the order for any reason performed 10 days or less before the material leaves the warehouse will result in a 20% cancellation and re-restocking fee.

Graphics already printed at the request of the client company will be entirely invoiced, regardless of the date of cancellation.

#### **ARTICLE 6 – PROPERTY**

The leased material remains the property of PosterGarden. It is exclusive and non-transferable. The lessee is responsible for the material from its delivery to and until its departure from the event if freight has been arranged by PosterGarden. Lessee is responsible for the material during transport if that has been arranged by the lessee.

#### **ARTICLE 7 – INSURANCE**

The lessee is deemed to have purchased any necessary insurance concerning both individuals and property in regards to the events it organizes requiring the use of booths.

The lessee expressly waives all claims against the company PosterGarden resulting from accidents which may occur during the use of the rented equipment or which directly or indirectly involves such material and will hold PosterGarden free of responsibility in case of appeal of an injury of all accidents and damages that may be caused during the use and storage of the equipment.

The lessee is deemed to have also taken out insurance against any and all damage that may incur to third parties and the materials during their use from the moment the items are made available until the moment they are returned.

**ARTICLE 8 – CONDITION OF THE PRODUCTS**

Leased structures are guaranteed to be in perfect working condition. As rental products that have been removed from their packaging and handled, they may present aesthetic defects such as scratches, smudges or discolorations.

**ARTICLE 9 – DETERIORATION**

Any damage other than normal wear resulting from proper use will be charged to the lessee (parts and labour). Parts will be charged for their replacement value if they are not repairable.

**ARTICLE 10 – LITIGATION**

It is the intention of the Parties to this Agreement that this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon without regard to the jurisdiction in which any action or special proceeding may be instituted.

The lessee hereby signifies their agreement to the terms above by the signature affixed below:

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(company)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)