

Rhythmic Rentals Rental Agreement
(Updated 6/18/2010)

Try-Ons (Please complete Try On Form): Rhythmic Rentals, L.L.C. (Rhythmic Rentals) hereby loans to the person or organization whose name is listed above (Renter), and Renter hereby borrows from Rhythmic Rentals, the Dress(es) described on the Try On Form on the terms and conditions set forth herein for the time period indicated on Try On Form. Try-On fees must be paid in full no later than two days prior to the Try-On Date on Try On Form .
Renter shall ship Dress(es) back to Rhythmic Rentals in good condition and with no damages no later than the date specified on Try On Form.

Rental Reservation (Please complete Rental Reservation Form): Rhythmic Rentals hereby leases to the Renter, and Renter hereby rents from Rhythmic Rentals, the Dress(es) described on the Rental Reservation Form on the terms and conditions set forth herein for the time period indicated on Rental Reservation Form (Begin Date / End Date). Rental fees due from the Renter are listed on the Rhythmic Rentals website and must be PAID IN FULL NO LATER THAN ONE WEEK prior to the Begin Date on Rental Reservation Form .
Renter shall ship Dress(es) to Rhythmic Rentals in good condition and with no damages no later than the End Date specified on Rental Reservation Form .

THE ADDITIONAL RENTAL AGREEMENT TERMS BELOW AND ON THE TRY ON FORM AND RENTAL RESERVATION FORM ARE INCLUDED AND MADE PART OF THIS RENTAL CONTRACT. IF RENTER COMPLETES ADDITIONAL TRY ON FORMS AND RENTAL RESERVATION FORMS, ALL PROVISIONS OF THIS RENTAL AGREEMENT APPLY TO THESE ADDITIONAL FORMS.

Additional Rental Agreement Terms

1. **Shipping Fees:** Rhythmic Rentals uses FedEx for all shipping and Renter will be charged all shipping fees related to shipping to and from Renter of Dress(es).
2. **Try-On Fees:** Renter will be charged a \$10 handling fee (per dress). The handling fee will be deducted from the Rental Fee for the same dress that is subsequently rented. Shipping fees also apply.
3. **Rental Reservation Fees:** Renter will be charged a non-refundable deposit of 25% of the Rental Fee at the time of reservation. If the Rental Begin Date is less than 1 week from the reservation date, the remaining 75% of the Rental Fee will be charged. Shipping fees also apply.
4. **Rental Cancellation Fee:** For Dress Rental cancellations, Renter will be charged an additional 25% of Rental Fee if cancellation occurs between 2 and 3 weeks prior to Rental Begin Date. Renter will be charged an additional 50% of Rental Fee if cancellation occurs between 1 and 2 weeks prior to Rental Begin Date. RENTER WILL BE CHARGED AN ADDITIONAL 75% OF TOTAL RENTAL FEE IF CANCELLATION OCCURS LESS THAN 1 WEEK PRIOR TO RENTAL BEGIN DATE. THESE FEES ARE IN ADDITION TO THE RESERVATION FEE.
5. **Late Return Fee:** If Renter fails to ship the Dress(es) back to Rhythmic Rentals by date specified in the Try on Form or Rental Reservation Form, or **given in the return instructions included in the dress shipment**, Renter hereby authorizes Rhythmic Rentals to charge Renter the Rental Fee for non-returned Dress(es) as a Late Return Fee, and an equal amount every day thereafter until the non-returned Dress(es) are returned (amount not to exceed 10 (ten) times the Rental Fee for each non-returned Dress(es)).
6. **Failure to Return Fee:** If Renter fails to return the Dress(es) within 10 (ten) days of the date specified in the Try on Form or Rental Reservation Form, then Renter hereby authorizes Rhythmic Rentals to charge Renter 10 (ten) times the Rental Fee for each non-returned Dress(es). A Late Fee will not be charged if the Failure to Return Fee is charged.
7. **Late Payment Fee:** If Renter fails to make complete payment on time, as specified in this agreement, Rhythmic Rentals reserves the right to charge a Late Payment Fee of \$10 per day until balance is paid in full.
8. **Credit Card Processing Fee:** If Renter's credit card is invalid or declined, Rhythmic Rentals reserves the right to charge a \$10 processing fee for each occurrence.
9. **Liquidation Damages:** Renter acknowledges and agrees that it would be difficult to establish an accurate value for the Dress(es) in the event the Dress(es) is/are damaged, lost, stolen or destroyed (liquidated damages). Renter agrees that 10 (ten) times the Rental Fee for each item is a reasonable estimate of such value. Renter hereby authorizes Rhythmic Rentals to charge Renter this amount as the amount to be paid by Renter as liquidated damages. Such amount is intended to represent liquidated damages and not a penalty.
10. **Attorney's Fees & Court Costs:** Reasonable attorney's fees and court costs incurred in the collection of any amount due from Renter to Rhythmic Rentals will be charged to Renter.
11. **Credit :** On the first page hereof, or in subsequent correspondence, Renter has provided credit card information to Rhythmic Rentals as security for the performance to Renter's obligations hereunder. Rhythmic Rentals will not knowingly share this information with any outside party.
12. **Loss or Damage:** RENTER IS SOLELY RESPONSIBLE FOR THE SAFE CARE AND RETURN OF THE DRESS(ES) IN GOOD CONDITION, AND RENTER SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE TO THE DRESS(ES).
13. **Acceptance of Dress(es) Package:** Renter agrees to accept the Dress(es) "as is". RENTER ACKNOWLEDGES THAT RHYTHMIC RENTALS HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF THE DRESS(ES), ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION AND/OR ITS QUALITY. Rhythmic Rentals liability under this Rental Agreement shall in all cases, including without limitation failure of delivery of the Dress(es), be limited to the return of all sums paid by Renter to Rhythmic Rentals on account of the rental provided herein. Rhythmic Rentals shall not have any liability for special, incidental or consequential damages arising out of or in connection with the rental or use of the Dress(es).

14. **Title to Dress(es):** The Dress(es) shall remain the exclusive property of Rhythmic Rentals. Renter shall have no rights whatsoever in or to the Dress(es) other than its rental in accordance with the terms of the Rental Agreement.
15. **Indemnification:** Renter agrees to exculpate and indemnify Rhythmic Rentals, it's officers, employees and agents, from and against any and all losses, injuries, claims, demands and expenses of any nature arising out of the Rental Agreement or out of the rental or use of the Dress(es), whether arising out of contract, tort, product liability or any other cause of action.
16. **Refund Liability Waiver:** Rhythmic Rentals cannot be held liable for improper fit of Dress(es) for any reason whatsoever.
17. **Miscellaneous:** The Rental Agreement sets forth the entire agreement between the parties. All terms and conditions apply to additional Try on Forms or Rental Reservation Forms that are signed by Renter.
18. This Rental Agreement is governed by the laws of the State of North Carolina.