

SOMERSET HOUSE

FURNITURE RENTAL LIABILITY WAIVER

PLEASE READ AND SIGN THE FOLLOWING RENTAL TERMS AND CONDITIONS INCLUDED WITHIN THE RENTAL LIABILITY WAIVER AGREEMENT:

Rental Terms and Conditions:

1. Customer shall use all property in a careful and proper manner; shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever. Should property be damaged, injured or broken in any way, the customer will be 100% responsible for the full selling cost of the item, which has been previously listed and named.
2. Customer acknowledges that the rental property is of a size, design, and capacity selected by customer, and that Somerset House disclaims all warranties express or implied with respect to the rental property, including any express or implied warranties as to condition, fitness for a particular purpose or durability. Under no circumstances will Somerset House be liable for any incidental, special, punitive or consequential damages arising out of or in connection with the rental property.
3. Responsibility of the rentals remains with the customer from the time of delivery until the time of return. Customer agrees that all rentals are protected from weather at all times and secured when not in use.
4. All rental items must be returned to Somerset House within the rental period previously specified. Customer will have extended rental charges of \$300 assessed for each 24 hour period it is late. If equipment is not returned within 3 days of the specified rental period, such failure shall constitute an unauthorized taking and Somerset House may consider such equipment stolen and take all steps necessary to recover said equipment, including charging the customer at cost price thereof, and shall be due upon billing in addition to the rental charge.
5. In the event a rental item is returned to Somerset House stained, damaged, or in broken condition, customer will be charged the full selling cost of the piece. Damage fees will be due upon billing and Somerset House will make a reasonable effort to notify customer of damage fees before the credit card is charged.
6. Customer acknowledges that the rental property is of a size, design, and capacity selected by customer, and that Somerset House, has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. Somerset House shall not be liable to customer for any loss, injury, or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.
7. Customer shall not deliver possessions of the rental property to any individual(s) other than Somerset House employees and shall require reasonable identification from such individual(s) prior to surrendering possession.
8. STORE PICKUPS: Customer agrees to furnish a covered vehicle for any pick-ups from Somerset House. For pickups of tables, upholstered furniture, chairs and any large items, customer must provide moving blankets, ratchet straps to securely and safely transport vintage items. Customer understands that these items are fragile and must be treated with extreme care. Somerset House reserves the right to refuse a customer pick up if they deem that the means transportable is not suitable.

Liability Release Indemnification: Customer assumes liability for, and shall indemnify, defend, and hold harmless Somerset House agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorney's' fees incurred by lessor in such defense. Purpose of this Clause: The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. In the event lessor fails to perform under the terms of this contract, lessor shall be liable for any attorney's fees and costs expended by lessee in any claim or action against lessor for breach of contract and/or for specific performance.

SIGNATURE _____

DATE: _____