

CUSTOMER RENTAL AGREEMENT

Customer Rental Agreement for Stride Arts, LLC

Stride Arts, LLC
1110 2nd Ave, 2f
New York, New York 10022

1. USER ACCEPTANCE

This document (the "Customer Rental Agreement", "Rental Agreement" or "Agreement") contains important legal terms relating to the rental of artwork ("Art", "Artwork" or "Goods") from the www.stridearts.com website (the "Website") or any offline or 3rd party channel by or on behalf of Stride Arts LLC. Together with the Terms & Conditions ("Terms") for use of the Website, which can be found at <http://www.stridearts.com/terms/general>, the Customer Rental Agreement constitutes a legal agreement between you ("You", "Your" or "Renter") and Stride Arts LLC.

To the extent to which there is any conflict between this Agreement and the Terms & Conditions of the Website, this Agreement shall prevail, but only to the extent of any conflict. Capitalized terms not otherwise defined herein will have the meanings given them in the Terms and Conditions.

BEFORE YOU TICK THE 'I AGREE' BOX, YOU SHOULD READ THIS CUSTOMER RENTAL AGREEMENT CAREFULLY AND WE ADVISE YOU TO PRINT AND RETAIN A COPY FOR YOUR REFERENCE. BY CLICKING ON THE 'I ACCEPT' BUTTON OR ORDERING THE PRODUCTS, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS RENTAL AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS RENTAL AGREEMENT, DO NOT CLICK THE 'I ACCEPT' BUTTON AND YOU WILL NOT BE PERMITTED TO RENT THE GOODS. STRIDE ARTS RESERVES THE RIGHT TO CHANGE THE RENTAL AGREEMENT AT ANY TIME IN THE FUTURE AT OUR SOLE DISCRETION AND ANY CHANGES WILL APPLY TO THE RENTAL OF ANY GOODS AFTER THE DATE OF SUCH CHANGE. ANY CHANGES AFFECTING GOODS CURRENTLY RENTED BY YOU WILL TAKE EFFECT THIRTY (30) DAYS AFTER WE PROVIDE YOU NOTICE OF SUCH CHANGE.

This Customer Rental Agreement and any matter arising out of the subject matter of this Customer Rental Agreement shall be governed by New York State law and you agree to submit to the non-exclusive jurisdiction of the courts of the State of New York.

These Artist Submission Terms and any matter arising out of the subject matter of these Artist Submission Terms shall be governed by New York State law and you agree to submit to the non-exclusive jurisdiction of the courts New York State.

2. DEFINITIONS

- A. **"Order"** means Your request to Rent Artwork from Stride Arts
- B. **"Goods" or "Products"** means the goods or services which Stride Arts is to sell in accordance with the Stride Arts Terms and Conditions as per the Website
- C. **"Receipt"** means the date when the Order has been delivered to You
- D. **"Price"** means the date when the Order has been delivered to You
- E. **"Special Conditions"** any conditions in relation to orders set out and designated as such in the Order Confirmation
- F. **"Rental Period"** is a term of 30 calendar days, beginning one business day following initial dispatch of Goods or the day after the last day of the previous rental period

- G. **“Rental Fee”** is the cost of the rental service as listed on the Website at the time of execution of this contract, or any amended value provided to You by Stride Arts in writing with appropriate notice as stipulated below
- H. **“Checkout”** refers to the process of You supplying information regarding address, payments details, and acceptance of this Rental Agreement for purposes of completing Your Order
- I. **“Secure Delivery Address”** means an address where You or Your agent will be physically available at the time of delivery of Your rental Order to take possession of the Goods
- J. **“Damage Liability Waiver” or “Damage Waiver”** means an optional supplement to this Agreement, whereby Stride Arts will enter into a further agreement with You, in exchange for a period fee, to limit the amount of money for which You are liable in the event of accidental damage to your Artwork in transit or while in Your possession as elaborated below

3. OUR SERVICE - RENTAL OF ARTWORK

In accepting this Rental Agreement, you agree and acknowledge that Stride Arts is renting Goods to you, and that no transfer of title or ownership of the Goods is taking place as a result of this agreement. Throughout the duration of this Agreement, title to and ownership of the Goods will remain with Stride Arts or the artist responsible for creating the Artwork. Should you elect to purchase the Goods supplied by Stride Arts, at such a time, this Agreement will be terminated and the purchase will be governed by the Terms and Conditions of the Website, and as detailed below.

4. FEES AND PAYMENT AUTHORISATION

By placing an Order to rent Art You agree that the Rental Fee, the Damage Liability Waiver Fee (as applicable), and any delivery fees may be charged to your credit card or other payment facility on a recurring basis at the time of your Order AND at the beginning of each Rental Period after the first until termination of this Rental Agreement. Stride Arts reserves the right to amend the Rental Fee at any time after providing You with 30 days advance notice of such a change. Furthermore, you authorize Stride Arts to charge Your credit card or other payment facility for any of the following additional payments:

- A. Any costs of loss or damage resulting from a failure by the Renter to comply with or breach of this Agreement;
- B. Any costs accruing to Stride Arts, including, but not limited to, reasonable legal fees and any debt recovery or court fees incurred in collecting payments overdue from a Renter;
- C. Any Value Added Tax and all other taxes and levies on any of the charges listed in this Agreement, as applicable from time to time; and
- D. Any other money due to Stride Arts by You under this Agreement.

5. YOUR WARRANTIES AND OBLIGATIONS

- A. **Adult Agreement:** You affirm that you are an adult of legal age of at least 18 years and able to enter into this Rental Agreement.
- B. **Availability:** You recognize that all Goods are offered for rental & sale subject to availability and subject to Stride Arts’s acceptance of Your order. Stride Arts reserves the right to reject any order without the obligation to assign any reason for so doing. No order shall be deemed accepted by the Stride Arts unless and until it is confirmed unconditionally by Us at the time that the order is dispatched to you.
- C. **Secure Delivery Address:** You agree to provide a Secure Delivery Address at the time of Your rental Order. If you are unable to accept delivery of the Goods Yourself, then You agree to provide Stride Arts with a Secure Delivery Address where a trusted agent can

accept delivery of the Goods and attend to them until You are personally able to collect the Goods. In the event that an unsecure delivery address is provided by You, Stride Arts does not bear liability for Products left unattended. Furthermore, You acknowledge that providing anything other than a Secure Delivery Address may result in delivery delays and additional delivery fees for which you, and not Stride Arts, will be responsible. Failure to provide a Secure Delivery Address will also void the Damage Liability Waiver, and prohibit You from claiming any reduction in liability.

- D. **Use of Goods:** You agree to assume sole responsibility for any loss, damage to, or destruction of the Artwork, accidental or otherwise, from the time of initial delivery to You or Your agent or to a common carrier until the Goods are returned and received by Stride Arts. You agree to take great care of Your rental Goods throughout the time they are in your possession as if they belonged to a good friend. You are responsible for loss, destruction or damage to the Products for any reason, including due to theft, mysterious disappearance, fire, water damage, other than normal wear (e.g., minor scratches, small marks, damage to frames, damage to hanging devices or other minor damage, as determined by Us in our sole discretion). You may not make any alterations or modifications to the Goods. If You return Goods that are different from those Stride Arts provided to You, other than for reasons of normal wear and tear, then You agree that we may charge You, and You will pay, the lesser of: (i) the price for repairing the Goods, as determined in our discretion, or (ii) the Retail Value for the Goods at the time said Goods are returned.
- E. **Rental Fees:** You authorize Stride Arts to charge You a periodic rental fee, and if You elect to purchase Our Damage Liability Waiver, then additionally a periodic damage waiver fee until such time that You notify us via the My Page (stridearts.com/user/my-settings) on the Stride Arts website, or via email to shop@stridearts.com of Your desire to terminate this Rental Agreement. Your first payment will occur at the time Your Order is placed, with the first Rental Period beginning 1 business day after Your Order has been dispatched. Each Rental Period will last for 30 calendar days, with recurring rental and damage waiver fee charged to You at the beginning of each new rental period.
- F. **Termination of Rental:** Unless You purchase the rental Goods, You agree to return the Goods to Stride Arts within 10 business days following the termination date of this Agreement. Failure to return the Goods within the stated timeframe will result in additional charges of periodic rental fees until such a time as the Goods are received by Stride Arts.
- G. **Returns:** Regular returns occur at no cost to You, and Stride Arts will schedule your return and provide you with a shipping label when you request an exchange of Goods or termination of your Rental Agreement. You agree to return the Artwork using the packaging materials provided by Stride Arts at the time of initial delivery and incidentals (e.g. Packaging tape) as instructed by Us. Stride Arts reserves the right to charge for replacement packaging and the cost of delivering said replacement.
- H. **Payment of Retail Value:** You further authorize Stride Arts to charge You for any repair or replacement costs due to any loss, damage to, or destruction of the Artwork, accidental or otherwise, while in Your possession. You'll be charged at Our sole discretion up to the full retail price listed on the Stride Arts Website at the time of Your Order or up to the agreed Damage Liability amount as defined by the Damage Waiver clause if you have elected and fully paid for the Damage Liability Waiver as defined below.

- I. **Collections:** If You do not pay the amounts You owe to Us when due, then We will institute collection procedures on behalf of Stride Arts or the artist. You agree to pay Our costs of collection, including without limitation, reasonable solicitors' fees. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.0%) per month, or the maximum legal rate, if less.
- J. **Removal:** Stride Arts reserves the right to terminate Your right to rent Products from Us at any time in the event of Your breach of this Rental Agreement or for any other reason in Our sole discretion. Without limiting Our other rights under these Rental Terms, upon termination of this Rental Agreement, We may take possession of the Goods wherever situated if such Goods are not returned to Us in the permitted period of time, without any court order or other process of law and without liability for entering the premises.
- K. **Prohibition of Commercial Purposes:** Your Rental is to be enjoyed in Your home or office and is not intended for commercial purposes. You may not exhibit the Artwork for economic gain without the express written consent of Stride Arts.

6. STRIDE ARTS'S WARRANTIES & OBLIGATIONS

- A. **Availability of Artwork:** While Stride Arts endeavors to continuously update the Website, we work with hundreds of artists and offer several works from each artist. We may not be aware until after completion of the Checkout process that an artwork has been made unavailable by the artist. As such, all Orders are subject to availability, and where Stride Arts is unable to fulfil Your Order, we will attempt to work with You to find a suitable replacement Product, or cancel Your Order and refund any payments collected in relation to the Order.
- B. **Color Reproduction:** Stride Arts endeavors to display and describe as accurately as possible the colors & textures of the Goods which appear on its website, but cannot undertake to give any assurance that the colors or textures of Goods supplied will exactly match those displayed on the Buyer's monitor or home printing device.
- C. **Product Specifications:** Given the bespoke, hand crafted nature of many of the Goods sold on Stride Arts, the exact size of Goods may alter slightly from piece to piece and from the official Goods dimensions listed on the Stride Arts website. Stride Arts reserves the right to amend the specifications of any of the Goods without prior notice. Stride Arts will inspect the Goods for damage prior to dispatch and on return, and evaluate their condition at Our sole discretion.
- D. **Delivery:** Stride Arts will dispatch Your Order to the secure delivery address you provide at the time of Checkout, no later than 30 days from the date of Your Order, unless otherwise agreed, or unless the Goods are unavailable. Our liability to You for failure to do deliver the Goods as ordered is limited to the timely delivery of Product as ordered or a refund of the Rental Fee as determined by Stride Arts at Our sole discretion.
- E. **Purchase:** If You at any time decide to purchase a rented Product at the indicated retail value, Stride Arts will deliver a signed Certificate upon receipt of payment. The purchase price will be as indicated on the Website, unless the Goods are rented differently than as advertised for sale on the Website such as in, but not limited to, the case of unframed and framed editions. Stride Arts can, at its sole discretion, alter the retail price at any time so as to reflect optional extras (e.g. frames), discounts, or promotions.
- F. **Right of First Refusal:** If, during the course of Your Rental Period, an offer to purchase the Artwork is made by a 3rd party, Stride Arts will make all reasonable efforts to provide You the right of first refusal for a period of 10 business days, during which time You may purchase the work at the offered price. Should You decline to make said

purchase You must return the Artwork within 10 business days of notification of the purchase offer, and You may select a replacement Artwork from the Website of equal or lesser Rental Fee, which Stride Arts will provide at no additional cost to You. Stride Arts will not be liable to you or any 3rd party in the event we or a 3rd party sells the Goods currently in your possession and control.

- G. **Credits:** Stride Arts reserves the right to exclude any monetary credit or promotional offer from being applied to any Order to rent Artwork under this Agreement at its sole discretion.
- H. **Services:** Stride Arts offers various Services to assist You in selecting a Product. Our Services are provided 'As Is' without guarantee as to results.

7. ACCIDENTAL DAMAGE LIABILITY WAIVER

You may elect to purchase Stride Arts' Damage Liability Waiver at the time of Checkout for a periodic fee as stipulated during the checkout process. The Damage Liability Waiver is an agreement between You and Stride Arts, whereby Stride Arts will waive its right to charge you for the full retail value of the rented Artwork in Your possession in cases of accidental damage and some instances of theft, and Stride Arts will agree to charge you no more than the greater of 10% of the retail value of the Artwork or £100, in exchange for a periodic fee. This Damage Liability Waiver extends only to cases of accidental damage of the Artwork while in your possession or in transit provided you use the packaging provided by Stride Arts, its chosen common carrier at the time of return, and follow any shipping & packaging instructions provided by Stride Arts. Failure to comply with any of the above will void the Damage Liability Waiver, and result in forfeiture of Damage Waiver fees. The Rental Agreement shall remain in force provided you have not violated any other conditions beyond this clause. Examples of accidental damage include scratches, damage to frames, damage to hanging devices, small tears, and other incidents as determined by us in our sole discretion. Damage to the Artwork occurring due to loss, theft (in the absence of a police report or if the artwork has been left unattended in transit), water, fire, or use not in accordance with the terms of this Rental Agreement is not covered under the Damage Liability Waiver, nor is this an exhaustive list of exclusions. Stride Arts in its sole discretion will make determinations on which causes of damage qualify as "Accidental Damage".

The Damage Liability Waiver is non-transferable, and applies only to the single Artwork rented under this Agreement at the time of Checkout. Rental of additional Artworks will be subject additional, and distinct Rental Agreements, Damage Waivers, and fees regardless of whether the content of those Agreements is identical to this Agreement. Stride Arts also reserves the right to amend the terms of the Damage Liability Waiver at Our discretion.

If You do not elect to accept & pay for the Damage Liability Waiver at the time of Checkout, this clause is null and void, and you are fully liable for all damage to the Goods while in Your possession or in transit as detailed in preceding clauses.

8. WARRANTY INFORMATION

Limited Warranty

We use reasonable efforts to ensure that the Products are the original work of the stated artist. The foregoing warranty applies only to You, may be acted upon only by You, and may not be assigned, sold or transferred to any third party. No other warranties are granted other in these Rental Terms. Our warranty herein shall not apply to any matters arising from violation of Your commitments set forth in Section 4 of these Rental Terms.

Remedies

Your sole and exclusive remedy and Stride Arts's sole and exclusive liability for a breach of Stride Arts's limited warranty shall be, at Stride Arts's option, for Stride Arts to use commercially reasonable efforts

to replace the non-conforming Product in a timely manner or a refund of Your rental fee (excluding Damage Waiver fees, if applicable, and delivery charges).

Disclaimers

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCTS OR SERVICES.

9. LIMITATION OF LIABILITY

YOU ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS AGAINST YOU AND/OR DAMAGES ARISING FROM USE OF THE PRODUCTS DURING YOUR RENTAL PERIOD.