

GEAR RENTAL AGREEMENT

VERY IMPORTANT - READ THIS CAREFULLY BEFORE AGREEING TO RENT ANY GEAR

For the purposes of this Agreement, (a) “Gear” is any type of musical instrument, studio-related equipment, live sound equipment, and any other accessories, cases, or the like that may be included with the rental that is made available through the Gearstage website (the Site); (b) the “Renter” is the person renting the Gear and any other equipment using an account created on the Site, and the “Lister” is the owner or authorized agent for the Gear made available for rent via the Site. This Gear rental agreement (“Agreement”) is a binding agreement between Renter and Lister. Gearstage LLC (“Gearstage”) is a party to this Agreement solely to the extent necessary to facilitate the rental transaction and collect and pay any fees that may be owed hereunder, and is otherwise a third party beneficiary of this Agreement.

Lister enters into this Agreement and allows Renter to rent and use the Gear, along with any associated equipment (the “Rental”) only on the condition that Renter accepts all of the terms in the Agreement. By entering into this Agreement to rent and use the Gear, Renter acknowledges that

- He or she has read and understood this Agreement;
- He or she agrees to be bound by all of the terms of this Agreement;
- He or she is knowledgeable with respect to the type of equipment being rented and adjustments required for operation and use; and
- If Renter is not properly qualified with respect to the adjustment of various parts of the instrument (e.g. string height, guitar action, drum tuning, etc.), Renter is hereby advised to seek assistance of a qualified technician with proper evaluation, adjustment and tuning of equipment

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO RENT THE GEAR OR ANY OTHER EQUIPMENT.

This Agreement is effective on the date Renter agrees to the terms and conditions as provided herein (“Effective Date”).

Renter and Lister agree as follows:

1. RENTAL

1.1 Agreement to Rent. By accepting this Agreement, Lister agrees to rent the Gear to Renter, and Renter agrees to rent the Gear from Lister, on terms and conditions set forth herein, and for the period agreed via the Site (the “Rental Period”)

1.2 Condition of Gear. By making the Gear available for rent hereunder, and agreeing to the terms of this Agreement, Lister represents and warrants that (a) he or she is the sole owner of the Gear, or that he or she has full agency or other authority to enter into this Agreement and to rent

the Gear to Renter; (b) the Gear has been accurately described on the Site, including any known faults or issues; (c) except as clearly set forth on the Site, the Gear is in proper working condition, has been professionally maintained, and contains all functionality necessary for the Renter to attain his or her expected use of the Gear during the Rental Period. Unless expressly agreed upon, the Rental does not include additional equipment such as cases, strings, sticks, or cables (XLR, 1/4" TRS, MIDI, etc.).

1.3 Refunds and Cancellations. All rentals are subject to our Cancellation Policy, which is set forth as Exhibit A below.

2. RENTER OBLIGATIONS

2.1 Usage. No other person may use or operate the Gear except Renter. Renter is prohibited from making any sort of modification or adjustment to Gear to suit their personal preferences without the express permission from Lister. Without limited the assumption of risk and waivers set forth in Section 3, Renter knowingly and voluntarily waives any claim it may have against Lister and Gearstage with respect to the proper adjustment of a stringed instrument setup, drum tuning, amplifier bias, digital instrument or file changes, and other equipment.

Renter is responsible for securing the Gear at all times, including the use of theft prevention devices, where appropriate, and only storing the Gear in an enclosed area at night. Renter is also responsible for any injuries to themselves or other people, or damage to the Gear or any other property during the Rental Period.

2.2 Return. Renter agrees to return the Gear to Lister in the same condition as received. Renter understands that there will be additional charges if the Gear is returned at a different time, date, or location than indicated in this Agreement, including late charges and additional rental charges at no less than the daily rate applicable to the Rental.

If Renter fails to return the Gear at the agreed date, time and location, and has not agreed with Lister and Gearstage on an alternate delivery time and location within 24 hours of the scheduled delivery time, or Renter fails to return the Gear at a rescheduled time and place, then (a) Gearstage shall determine that Renter does not intend to return the Gear; (b) Gearstage will charge Renter's payment method for the full retail value of the Gear, along with any other fees due to Gearstage; (c) Gearstage and Lister may lawfully repossess the Gear; and (d) Gearstage and Lister may exercise any other rights or remedies, and take any other necessary measures, to repossess the Gear and/or collect the full amount owed by Renter hereunder.

If Lister fails to appear at the scheduled time and place for return of the Gear, Renter remains responsible for the safe keeping of the Gear. In such event Renter should contact Gearstage to try to arrange alternate means of return of the Gear. Lister shall be responsible for any fees incurred by Gearstage in connection with such alternate return method, and understands and acknowledges that, if the such fees exceed the amount of the rental fee due Lister, or any other credit amounts in Lister's account, then the Gear will not be released to Lister until payment arrangement satisfactory to Gearstage have been made. Gearstage shall not be

responsible for any delay or loss of use of the Gear due to Lister's failure to appear as scheduled or to make alternate payment and return arrangements.

2.3 Repossession. Lister may repossess the Gear at any time if: (a) the Gear is used in violation of law; (b) it appears that the Gear is abandoned, (c) the Gear is used in violation of any term or condition in this Agreement, (d) Renter made a misrepresentation to Lister or (e) Renter fails to return the Gear when due. Lister is not required to notify Renter in advance of repossession.

2.4 Prohibited Use. Use of the Gear is restricted to the general geographical area agreed upon by Renter and Lister. Renter will not operate Gear outside of this area and will not remove Gear from this area. Renter agrees not to use or permit the Gear to be used for hire or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the Gear to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Renter liable to Lister for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph. Gear may not be stored outside overnight, with or without theft prevention devices (e.g. trailers). Lister may not approve overnight storage, and Renters are advised that any approval or direction by Lister will not relieve Renter of personal liability.

2.5 Damage to Gear. Renter shall pay Lister for all losses and/or damage to the Gear, except for ordinary wear and tear that does not impact the usability or significantly impact the resale value of the Gear, regardless of fault (e.g. Renter agrees to pay for the loss or damage even though someone else caused the damage or is at fault). The determination of whether damage impacts the usability or resale value of the Gear shall be made by Gearstage in its sole discretion. Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Gear, including any instructions or security devices provided by Lister. If the Gear is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value, if any. If the Gear is damaged beyond reasonable repair (as determined by Lister), Renter shall be responsible for the retail fair market value of the Gear, less any salvage value if applicable. In addition to the above, Renter shall also be responsible for the reasonable down time ("Loss of Use") if the solution for the case takes more than 10 business days, reasonable administrative fee as determined by Lister or specified by law, plus any pick-up and/or storage charges. Neither Gearstage nor the Renter will provide extra compensation for income lost due to damage or theft. In the event of theft, Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours Renter delays in paying the total loss. Renter is also responsible for any loss if Renter: (a) abuses the Gear or uses or operates the Gear other than as specified in this agreement; (b) uses the Gear recklessly; (c) obtains the Gear through fraud or misrepresentation; or (d) uses the Gear for an illegal purpose. Renter authorizes Lister to collect from a responsible third party any applicable loss and/or damage. In the event Lister obtains a recovery from a third party after Renter has paid Lister for all or part of any loss, Lister will refund to Renter any excess above the amount of the loss plus administrative fees and other collection costs and attorney's fees incurred.

2.6 Payment. Renter agrees to pay upon demand all rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Rental, including, without limitation, charges for loss and/or damage to the Gear. Renter specifically agrees and authorizes Gearstage to apply any charges to the method of payment used by Renter at the time of rental.

2.7 Booking and Payment. Renter authorizes Gearstage to charge the amounts due as a result of the Booking Rental process to Renter's credit card. Charges for upcoming rentals will be processed at the time of the booking. Gearstage may cause an additional charge authorization to be processed against Renter's credit card or other payment method as a security deposit, which will be credited back to Renter's payment method upon satisfactory return of the Gear without damage or delay. Gearstage is also authorized to make additional charges to Renter's credit card related to late return fees and Gear that is lost or damaged during the Rental Period.

2.8 Repairs. If Renter experiences any malfunctions with the Gear during the Rental Period, renter should immediately notify Gearstage and Lister to obtain authorization for repairs. Renter agrees that he or she will be responsible for any unauthorized repairs or modifications to the Gear. Renter understands that Lister will not reimburse Renter for any unauthorized repairs without receipts.

2.9 Ownership. The Gear, at all times, remains the exclusive property of Lister. Renter is responsible for damage or loss of Gear. If the Gear is destroyed or damaged beyond repair in the judgement of Lister, Renter agrees to pay Lister the value of Gear.

3. RISK AND LIABILITY TERMS

3.1 Acknowledgment and Assumption of Risks. Renter understands and acknowledges that the Gear is provided "as is" and without warranties.

RENTER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE GEAR, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE GEAR OR POSSESSION OF THE GEAR EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF LISTER, GEARSTAGE, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS. DESPITE KNOWING ALL ASSOCIATED RISKS, RENTER FREELY ASSUMES ALL RISKS OF PERSONAL INJURY AND/OR DAMAGE IN THE OPERATION OF THIS GEAR AND RENTER AGREES TO HOLD LISTER AND GEARSTAGE HARMLESS FROM ALL CLAIMS INJURY OR DAMAGE.

3.3 Waiver and Release. In consideration of Lister renting the Gear, Renter specifically releases and forever discharges Lister, Gearstage, and their affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property with Renter may suffer while renting this Gear and participating in associated activities. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or

damage caused by the negligence of Lister, Gearstage, or their affiliates, officers, agents, or employees. It is the express intent of this Agreement that Renter release Lister and Gearstage and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Lister or Gearstage or whether based upon breach of contract, breach of warranty, or any other legal theory. In agreeing to this Agreement, Renter fully recognizes that if injury, illness, death or damage occurs while engaged in renting this Gear or participating in any activity associated with the Gear, Renter will have no right to make a claim or file a lawsuit against Lister, Gearstage or their affiliates, officers, members, agents or employees, even if any of them negligently cause any injury, illness, death or damage.

3.4 Indemnification. Renter agrees to indemnify and hold harmless Lister and Gearstage and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including attorney's fees) arising from, related to, or in any way connected with, or resulting from Renter's participation in his activity or use of the Gear, including the possession, use, operation, or return of the Gear, and including any such claims which allege negligent acts or omissions on the part of Lister and Gearstage. Should Lister, Gearstage or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Renter agrees to indemnify and hold them harmless for all such fees and costs.

4. THIRD PARTY CLAIMS.

Neither Lister nor Gearstage shall be responsible if Renter causes injury to another person or if Renter damages or musical instruments, studio equipment, live audio equipment, vehicle or personal property of another. Renter agrees to protect, defend, indemnify and hold Lister and Gearstage harmless and pay any claim, including attorney's fees, brought by a third party arising out of the Renter's use of the Gear and for any liability associated with any personal accident/injury as a result of the Renter's use of the Gear starting off from the Rental Period.

4.1 Insurance. Renter certifies that he or she has adequate insurance to cover any injury or damage Renter may cause or suffer while participating in the activity, or else Renter agrees to bear the costs of such injury or damage. Renter understands and agrees that Lister and/or Gearstage may make a claim against any insurance coverage Renter maintains, whether liability, casualty, personal or health insurance, in the event of loss, injury, death, or damage to person or property while using or operating the Gear. Neither the maintenance of, or failure to maintain, adequate insurance shall relieve Renter of any liability hereunder.

5. GENERAL PROVISIONS

5.1 No Warranty. THIS GEAR IS PROVIDED TO RENTER ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GEAR IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. LISTER DOES NOT WARRANT THAT THE GEAR OR ANY RENTAL WILL MEET RENTER'S REQUIREMENTS.

5.2 Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LISTER OR GEARSTAGE, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM ANY RENTAL OR THE USE OF, OR INABILITY TO USE, THE GEAR.

(b) IF THE LISTER OR GEARSTAGE, OR THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS ARE FOUND TO BE LIABLE, SUCH LIABILITY TO RENTER OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER AND (B) \$100.

(c) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GEARSTAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

5.3 Assignment. This agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by either Lister or Renter.

5.4 Third Party Beneficiary. Gearstage shall be an intended third party beneficiary of this Agreement with the full rights to enforce the provisions relating to Gearstage herein.

5.5 Governing Law. This Agreement will be governed, construed, and enforced with the laws of the State of Texas, without regard to its conflict of laws rules. Any claim or dispute between Renter and Lister that arises in whole or in part from the rental of the Gear shall be decided exclusively by a court of competent jurisdiction closest to Lister's residence.

5.6 No Waiver. No Waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

5.7 Entire Agreement/Severability. This Agreement shall constitute the entire agreement between Renter and Lister concerning the rental of the Gear. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Exhibit A
Gearstage Cancellation Policy

The following Cancellation Policy applies to all Rentals through Gearstage.

(a) In the event a Rental is cancelled by Renter within three (3) hours after booking (other than for same day Rentals, which are subject to Section (d) below), then all funds shall be returned to Renter.

(b) In the event a Rental is cancelled by Renter at least five (5) days prior to commencement of the Rental Period and Section (a) above does not apply, then all funds shall be returned to Renter, *less* the applicable Gearstage fee.

(c) In the event a Rental is cancelled by Renter at least two (2) days but less than five (5) days prior to commencement of the Rental Period and Section (a) above does not apply, then 50% of the Rental Fee shall be returned to the Renter. The Renter shall not receive any refund of the applicable Gearstage fee.

(d) In the event a Rental is cancelled by Renter less than 48 hours before commencement of the Rental, the Renter shall not be eligible for any refunds.

(e) If upon delivery of the Gear or, within the first twenty-four (24) hours of the Rental Period, Renter reasonably determines that the Gear does not materially conform to the Lister's description of the Gear, then Renter may notify Gearstage of the deficiency and request a refund. Further, if Lister does not deliver the Gear at the place and time agreed, then Renter shall be entitled to a full refund (including Gearstage fees), but Lister will be charged a US \$20 administrative fee.

(f) If a Rental must be canceled during the Rental Period due to mechanical, electrical, or structural failure of the Gear, the Renter will be eligible for a full refund, if cancellation takes place on the first day of the Rental Period. Otherwise, any refunds shall be calculated on a pro rata basis based on the number of days elapsed compared to the total number of days in the Rental Period.

(g) Refunds shall only be granted after commencement of the Rental Period in extraordinary circumstances. Renter and Lister may mutually agree to shorter Rental Period after commencement, in which case Renter would receive a partial refund; however the Gearstage fee charged to Lister and Renter shall be calculated using the entire booked Rental Period.

(h) Lister Cancellation Policy: Cancellations can have serious implications on a Renter's gig and/or session, therefore there are penalties that will be applied for a Lister's cancellation. If a Lister cancels any reservation with 48 hours prior to pick up, the Lister will be charged a fee of US \$20. In addition, if a Lister cancels more than one reservation within a six-month period, the Lister may be charged up to US \$10 per cancellation. Any cancellation fees will be automatically deducted from a Lister's future payouts; if future payouts are insufficient to cover cancellation

fees, then Gearstage is authorized to charged Lister's credit card on file, or take such other actions to collect from Lister as Gearstage deems necessary or reasonable in its sole discretion.

(i) Gearstage shall determine all refunds in its reasonable discretion. In the event either Lister or Renter is not satisfied with Gearstage's determination, their sole recourse shall be to seek repayment or refund of fees from the Renter or Lister, as applicable.

(j) In the event of a failure of the Lister or Renter to appear for scheduled delivery of the Gear, the parties may choose to reschedule the Rental Period rather than accept the penalties or refunds set forth above. In such event the parties must arrange such rescheduled delivery through the Site, or otherwise notify Gearstage as soon as practicable.

(k) Each party should be aware that Renters and Listers are entitled to post review on the Site with respect to cancelled Rentals.

Exhibit B

Listing Guidelines

- Gear photographs shall be accurate and current. High-resolution images are preferred.
- Listing shall have multiple photographs of the gear. Include multiple components of the gear when possible.
- Description shall include all details of the model and make of the gear.
- All accessories, add-ons, and upgrades shall be explicitly stated in description.
- Rental pricing shall follow appropriate market price compared to the value of the Gear.