

Rental Agreement

This Rental Agreement (the "Agreement") is made and entered on

_____ (the "Effective Date") by and between

Silk Sensations (the "Lessor") legally conducting business within the Western Cape Province;

and

_____ (the "Lessee"); collectively referred to herein as the "Parties."

1. PRODUCT SUBJECT TO LEASE. The Lessor shall rent the product listed herein to the Lessee whom must adhere to the terms and conditions within this Agreement.

ARTIFICIAL FLOWER ARRANGEMENT:

A variety of articial floral stems arranged and set in a vase.

2. PAYMENT TERMS. The rental fee is based on a rate of _____ Rands (_____) per month, plus any additional fees incurred. Additional charges shall be added in the event the product is damaged, missing any parts, or returned later than a full month. All charges shall commence from the Effective Date of this Agreement. Lessee shall pay to the

Lessor an additional service charge of R _____ (_____) per day for each day the product has not been returned, in addition to the monthly rental fee. Lessor shall invoice the client on a monthly basis and all invoices are due upon receipt.

3. LEASE TERM. This Rental Agreement shall be rented on a month to month basis and begin on the above Effective Date and terminated in a manner consistent within these terms.

4. LOCATION. The equipment shall be located at :

during the term of this Agreement, and shall not be removed from that location without the Lessor's prior written consent.

5. CARE. The flower arrangement is not to be adjusted in anyway. No water is to be added. It is to be placed in a safe area, away from childrens reach and out of the flow of wind.

6. DAMAGE COSTS: If damage of the product occurs whilst in possession of the lessee, the lessee shall immediately pay the Lessor the deemed cash value of the goods. The Lessor will attempt to repair the damage, and a charge will be levied for this service. If the damage cannot be repaired the client shall be liable for the replacement of the arrangement at the deemed value of the goods.

7. DEFAULT. The occurrence of any of the following shall constitute a default under this Agreement:

- a. The failure to make a required payment under this Agreement when due.
- b. The violation of any other provision or requirement that is not corrected within 30 day(s) after written notice of the violation is given.
- c. The insolvency or bankruptcy of the Lessee.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LESSOR SHALL NOT BE LIABLE TO LESSEE, AND LESSEE COVENANTS THAT IT SHALL NOT ASSERT A CLAIM AGAINST LESSOR, UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE PROVIDED BY STATUTE OR LAW, (i) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, OR LOSS OF GOODWILL, EVEN IF LESSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT IN AN AMOUNT THAT EXCEEDS THE FEES ACTUALLY PAID BY LESSOR UNDER THIS AGREEMENT. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. PARTIES, HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF BASIS OF THIS AGREEMENT.

9. DISPUTE RESOLUTION. This Agreement and any dispute relating to this Agreement shall be governed by and interpreted in accordance within the law and Parties irrevocably agree that the courts within the State of South Africa shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement, regardless of individual party location. Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located within the State of South Africa.

10. INDEMNITY. Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the product, the functionality of the product, or any violation of this Agreement.

11. SEVERABILITY. In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

12. WAIVER. Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

13. FORCE MAJEURE. With the exception of any payment obligations, neither Party shall be liable for failing to perform its obligations hereunder (other than payment obligations) were delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.

14. SURVIVAL. All terms and provisions of this Agreement that should by their nature survive the termination shall so survive.

15. ENTIRE AGREEMENT. This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement.

SILK SENSATIONS

Elaine Jordaan (Owner)

DATE

Lessee

DATE

Name & Title