

# PROVIDE FURNITURE CONTRACT #131

## Furnishare Inc Furniture Rental Agreement

***Last Updated: April 12, 2015***

- 1 This Agreement. This Furnishare Inc Furniture Provision Agreement (this "Agreement") shall govern and apply in all respects to the specific furniture items hereby identified in the "Item Submission" Page of the Site (defined below)(each, an "Item") by the individual or entity that provides each such Item (the "Provider" or "you") to Furnishare Inc ("Furnishare" or "we"). Furnishare and the Provider are individually referred to herein as a "Party" and, collectively, as the "Parties."
- 2 Provider's Use of the Furnishare.It Website. This Agreement requires the Provider to enter certain information and make certain selections in connection with this Agreement through the Site. The Provider's use of the Site shall be governed by that certain Furnishare.it Website Terms of Use Agreement ("Terms of Use"), which are hereby incorporated into this Agreement. Each capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Terms of Use.
- 3 Item Pick Up.
  - a Furnishare will pick up each Item at such location and at such date and time(s) as the Parties may agree through the Site (a "Pick Up Time," and each such arranged Item pick up, a "Pick Up").
  - b The Pick Up location must be within the service area set forth on the Site (the "Current Service Area") as of the day this Agreement is executed. If the Pick Up is located outside the Current Service Area, this Agreement shall be voidable by Furnishare before the Pick Up occurs by Furnishare providing written notice of the same to Customer.
  - c The Provider may cancel or reschedule a Pick Up at any time prior to 24 hours before the scheduled Pick Up Time. For example, if the Provider schedules a Pick Up Time of 1:00 PM on a Wednesday, in order to cancel that Pick Up, the Provider must notify Furnishare no later than 1:00 PM on Tuesday that the Pick Up needs to be cancelled.
  - d It is Provider's responsibility to provide Furnishare with all material information about an Item or an Item's Pick Up, regardless of whether the questions on the Site specifically ask for that information. While Furnishare has done its best to ask for all of the information that is likely to be important about an item, and if any important information about an item is not specifically requested by the Site, it is the Provider's responsibility to proactively, and in a timely, accurate and complete fashion, inform Furnishare of that information.
  - e If a schedule Pick Up is not completed because of something the Provider does or fails to do, Furnishare will have the right to charge the Provider a "Missed Pick Up Fee" of \$50.00. For example, if a Provider fails to cancel a Pick Up at least 24 hours prior to the scheduled Pick Up Time, or if Furnishare is unable to Pick Up an Item because Provider did not accurately describe the delivery location or include all necessary delivery details when arranging for the pick up of an Item (such as failing to indicate that there is no elevator in the building when the

delivery if to an upper floor), Furnishare would have the right to charge the Provider a Missed Pick Up Fee.

- f Regardless of anything contained in this Agreement or any other agreement between Provider and Furnishare, Furnishare has the right to refuse to take any Item at any time, including following the inspection of such Item by Furnishare during a Pick Up. Furnishare is not required to provide a reason for its decision not to take an item. The only exception is in a situation in which Furnishare chooses not to take possession and ownership of an Item because Provider had provided the description or photos of the item do not accurately represent the item or its condition at the time of Pick Up. In such a case, Furnishare has the right to charge a Missed Pick Up Fee as compensation for its time and expense.

#### 4 Title to Items.

- a Once the Pick Up of an Item has been completed, Furnishare will be considered the owner of the item, and title to the item will be vested in Furnishare. The Provider shall have no further right, title or interest in the Item, including the right to reverse the transfer and get the item back from Furnishare.
- b Other than making the payment to the Provider described in section 5 below, Furnishare shall have no other liability whatsoever to the Provider in connection with any Item. Furnishare will also have no liability to any third party in connection with an item if that liability relates to the time before Furnishare took possession and ownership of the Item. Any such liability shall remain solely with the Provider.

#### 5 Revenue Sharing.

- a Unless the parties agree in writing to a different percentage, the Provider is entitled to retain fifty percent (50%) of any amounts that Furnishare receives from any rental or sale of an Item by Furnishare to a third party (the "Provider Retention"). The Provider Retention will be based only on the proceeds Furnishare gets from Item rental and/or sale proceeds. It does not include any amounts received by Furnishare for the sale or provision of other items or services, such as insurance for an Item or the sale of furniture repair services in connection with an item.
- b Furnishare will pay the Provider Retention upon a request submitted by the Provider through the Site. Furthermore, Furnishare shall have no obligation to any Provider Retention sooner than thirty (30) days after the applicable payment is received by Furnishare. For the avoidance of doubt, in no event shall Furnishare be obligated to pay any Payment Retention to the Provider unless and until Furnishare actually receives the rental proceeds for that particular Item. FURNISHARE MAKES NO REPRESENTATION, WARRANTY, COVENANT, PROMISE OR GUARANTY THAT AN ITEM WILL BE RENTED OR SOLD BY FURNISHARE TO A THIRD PARTY AND/OR THAT PROVIDER WILL NECESSARILY RECEIVE ANY MONIES IN CONNECTION WITH AN ITEM.
- c Furnishare will pay the Provider any amounts due the Provider under this Agreement by check, Paypal or any other reasonable method that Furnishare selects in its sole discretion. It is the Provider's responsibility to provide Furnishare with any necessary information and to comply with any requirements of such method of payment.
- d Furnishare has the right, in its sole discretion, to determine the price for the rental or sale of the Item, and to change that price at any time. Furnishare may, if it so chooses, set the Item rental or sale price at zero dollars (\$0.00).
- e The Provider shall have the right to receive the Provider Retention in connection with an Item until the earlier of (i) the second (2nd) anniversary of the date on which Furnishare took ownership of the Item and (ii) the date that total of all Provider Retention payments on a particular item equals to the estimated purchase price for the Item as agreed to by Provider and Furnishare before or during the Pick Up of the Item (the "Estimated Purchase Price"). Furnishare shall have no obligation to pay Provider any amount more than the Estimated Purchase Price.

- f Furnishare will pay all applicable sales, use, or other similar taxes in connection with the rental or sale of an Item to any third party. Furnishare will have no responsibility for paying any sales, use, income or other taxes in connection with any amounts paid by Furnishare to the Provider.

6 Additional Terms and Conditions.

- a The Provider acknowledges and agrees that Furnishare has no obligation to rent or sell an Item, and Furnishare does so in its sole discretion. Provider further acknowledges and agrees that Furnishare has the right to dispose of an Item at any time and in whatever manner that Furnishare, in its sole discretion, so decides. The Provider does not have the right to take the item back from Furnishare.
- b Furnishare will has the right in its sole discretion to determine how an Item should be transported, stored, repaired, refurbished or otherwise dealt with, and the Provider acknowledges that Furnishare will have no liability to Provider if as a result of Furnishare's actions, an Item is damaged, destroyed or otherwise needs to be repaired or refurbished.
- c Furnishare will have the right to advertise, promote or market an Item in its sole discretion and in so doing may describe an Item in any manner it chooses to do so. Furnishare will not disclose the Provider's identity in any such advertising, promotion or marketing of an item without the Provider's prior written consent.
- d Furnishare has the right to assign or delegate any of its rights and/or responsibilities under this Agreement to one or more affiliates and/or third parties.

7 Provider's Representations, Warranties and Responsibilities. The Provider hereby covenants, represents and warrants to Furnishare the following:

- a (i) The Provider has the full right, power and authority to enter into this Agreement and to perform this Agreement in connection with each Item provided to Furnishare pursuant to this Agreement; (ii) this Agreement is enforceable against Provider in accordance with its terms; (iii) no claims, liens or actions exist or are threatened that would interfere with the Provider's ability to fully perform under this Agreement and this Agreement is valid, legal and binding; and (iv) this Agreement does not violate and is not otherwise limited by any other agreement to which the Provider is a party.
- b The Provider is the owner, or the duly appointed agent of the owner, of each Item Provider transfers to Furnishare, and there are no liens, mortgages, security interests or other encumbrances affecting the item in any way. If Furnishare requests proof of these facts, the Provider agrees it will promptly provide such proof. If the Provider fails to provide such proof promptly after it is requested by Furnishare, Furnishare may, at its sole option, declare this Agreement to be null and void, and of no further force or effect. In such instance, Furnishare may return the Item as-is with no additional liabilities or obligations whatsoever, including in regards to any damage to the Item or any need to replace the Item. If at any time, another party provides credible evidence that he, she or it and, not the Provider, was and should still be the owner of the Item, then, in addition to its indemnification obligations hereunder, the Provider shall be responsible for any and all costs and expenses involved in returning such Item to such third party (including any repair and/or refurbishment that Furnishare, in its sole discretion, determines is appropriate) or, if Furnishare so decides, replacing such Item for such third party.
- c The Provider's description of the Item that it provides through the Site is accurate and complete and includes any material defect that may not be immediately apparent to an individual inspecting the Item for a brief period of time.
- d While any pictures that Provider provides of an Item may be produced in such a manner as to present the Item in a flattering light, no picture of the Item that the Provider provides to Furnishare will have been edited or altered in anyway so as to obscure or alter the appearance of the Item or any part of the Item or to otherwise materially misrepresent the Item or its condition.

8 Furnishare's Representations and Warranties. Furnishare covenants, represents and warrants that (i) Furnishare has the full right, power and authority to enter into this Agreement and to perform this Agreement in connection with each Item provided to Furnishare pursuant to this Agreement; (ii)

this Agreement is enforceable against Furnishare in accordance with its terms; (iii) no claims, liens or actions exist or are threatened that would interfere with Furnishare's ability to fully perform under this Agreement and this Agreement is valid, legal and binding; and (iv) this Agreement does not contravene and is not otherwise limited by any other agreement to which Furnishare is a party.

- 9 DISCLAIMERS AND LIMITATION OF LIABILITY. THE PROVIDER EXPRESSLY AGREES THAT THE PROVIDER'S PROVISION OF AN ITEM IS AT THE PROVIDER'S SOLE RISK. IN NO EVENT SHALL FURNISHARE OR ITS SUBSIDIARIES OR AFFILIATES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES ("AFFILIATED ENTITIES") BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR OTHER INTANGIBLES, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY OR CLAIMS OF THIRD PARTIES, EVEN IF FURNISHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RESULTING FROM ANY TRANSACTION CONDUCTED OR CONTEMPLATED WITH FURNISHARE. THE MAXIMUM LIABILITY OF FURNISHARE AND ITS AFFILIATED ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE THE TOTAL AMOUNT, IF ANY, PAID OR PAYABLE TO THE PROVIDER FOR AN ITEM. IF THE PROVIDER RESIDES OR IS LOCATED IN A JURISDICTION WHOSE LAWS PREVENT THE PROVIDER FROM TAKING FULL RESPONSIBILITY AND RISK FOR AN ITEM, ANY SALE OR SERVICE PROVIDED IN CONNECTION WITH AN ITEM OR ANY TRANSACTION WITH FURNISHARE IN CONNECTION WITH AN ITEM, FURNISHARE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY THE LAW OF THAT JURISDICTION.
- 10 Indemnification. The Provider shall indemnify and defend Furnishare against, and hold Furnishare harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from (i) Provider's transfer of an Item to Furnishare, (ii) the Item before title of such Item was transferred to Furnishare, or (iii) the Provider's breach of any of the provisions of this Agreement, including its representations, warranties and covenants.
- 11 Governing Law, Jurisdictions, Waiver of Trial By Jury. This Agreement and the transactions it contemplates, including without limitation their interpretation, construction, performance and enforcement, shall be governed by the laws of the State of New York, U.S.A. without reference to any conflict or choice of law provisions, as applicable to contracts made and performed entirely within such State. Any international treaties that are not mandatory with respect to contracts made and performed entirely in New York, shall not apply. The exclusive forum for the resolution of any dispute relating to this Agreement shall be the state and federal courts in New York, and the Provider agrees to personal jurisdiction of such courts over the Provider with regard to any dispute relating to this Agreement and agrees to service of process on Provider by e-mail to the address the Provider has submitted on the Site, if any, and by any other means permitted by law. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 12 Notices. All notices, demands, or consents given by the Provider under this Agreement will be in writing and will be deemed given when delivered to Furnishare at the following email address: contact@furnishare.it. Any notices to Provider may be made via either e-mail or postal mail to the email address or postal address in Furnishare's records or via posting on the Site. The Provider must report any violations of this Agreement to Furnishare at the email address listed above.
- 13 Miscellaneous. The Provider may not assign, sublicense or otherwise transfer any of the Provider's rights and/or obligations under this Agreement and any attempt to do will be null and void. This Agreement may be amended only by a written agreement validly executed by authorized signatories of Parties. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Headings in this

Agreement are for convenience only and shall have no legal meaning or effect. No action arising under this Agreement may be brought at any time more than twelve (12) months after occurrence of the facts upon which the cause of action arose. This Agreement, and not the conduct between Furnishare and Provider or any trade practice, shall control the interpretation of this Agreement as relates to the provision of any Item. Furnishare's failure to enforce a particular provision of this Agreement does not mean that Furnishare waives the right to enforce it in the future; Furnishare shall waive such a right, if at all, only in a writing executed by someone authorized to do so by Furnishare. This Agreement shall be binding upon and is for the benefit of the Parties, their heirs, executors, administrators, legal representatives, successors and assigns, subject to the provisions prohibiting assignment. The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby. This Agreement, which incorporates any and all information the Provider provides about an Item through the Site, and any accompanying Schedules constitutes the entire agreement between Furnishare and the Provider with respect to the subject matter hereof and supersedes any prior or contemporaneous proposals, discussions, communications, or oral or written agreements heretofore made. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. In addition, this Agreement may be executed by your selecting the "I Accept" button." By selecting the 'I Accept' button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting 'I Accept' you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Furnishare instructions via the Site, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as 'E-Signature'), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Furnishare.

## SCHEDULE A -- PROVIDE ITEM

Name of Customer: anvil8@anvil8.com

Address of Customer: 123 Broadway Street Apt. 5, NY

Phone Number of Customer: 777-777-7777

Email Address of Customer: anvil8@anvil8.com

Date of Agreement Execution: 2015-07-10

Delivery Time and Date: 2015-07-25 00:00:00

Delivery Address: 123 Broadway Street Apt. 5, NY

## ITEM INFORMATION

### Item #1

Product title	432
Brand name	23
Category	Dressers
Condition	Good
Description	32
Smoke and pets	False and False

Number Of Separate Pieces in Item	___1___
Price for 1 item	___\$23___
Price for all items	___\$23___

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_