

Loot Rentals Policies

Last Updated: June 28, 2021

Welcome! Here at Loot Rentals, our mission is to *optimize your aesthetic*. Whether you're a prospective, new, or returning client, we have laid out these Policies in order to provide general guidance regarding the services we offer—keeping in mind that any services provided by Loot Rentals will be subject to the terms and conditions attached to your signed/accepted Quote (or other written agreement) with us.

Event Rentals

Reserving your Rental Items

We are happy to reserve for you the Rental Items included in your Quote – for up to two weeks, except that Rental Items for an event scheduled during SXSW or during any Peak Season (see below for applicable dates) will be reserved for a maximum of one week.

In order to reserve your Rental Items beyond the allotted reservation period, we require an upfront deposit of 50% of the total fees due for your Event Rental Order and a signed Quote. Please note, however, that Loot Rentals does NOT guarantee the availability of any Rental Items. During SXSW and other peak event times, we are able to reserve items on a proposal for one week only. All Event Rental Orders must be finalized at least 30 days prior to the event date, with payment received in full.

Please Note:

- SXSW: The dates of the SXSW festival vary from year to year.
- Peak Season: March 1 – June 30 and September 1 – December 31

Delivery Orders v. Will Call Orders

Delivery Orders

For Event Rental Orders with total rental fees of \$500 or more, delivery of the Rental Items by Loot Rentals is mandatory. All Delivery Orders are subject to the applicable delivery fee, as stated in the applicable Quote (see "*Fees – Delivery Fee*") below.

Will Call Orders

For Event Rental Orders with less than \$500 in total rental fees, you have the option of picking up the Rental Items from the Loot Rentals warehouse (a Will Call Order). We may require delivery, however, if we determine that your Rental Items are not suitable for will call, and you will be required to pay the applicable delivery fee. For Orders with less than \$250 in rental fees, we charge a \$25 service fee.

Requirements for Delivery Orders

Delivery & Collection Windows

It is the client's responsibility to ensure that the Rental Items are ready to be received upon delivery and ready for collection by our staff during the applicable two-hour window set forth in your Quote, as further described in the terms and conditions set forth in your Quote.

Access to Event Venue

In order to ensure that our team is able to deliver and collect your Rental Items in connection with an event, we require adequate access at the event venue site, which includes (at a minimum) drive-up access, a minimum of 4' wide hallways, a standard size freight elevator (8' wide or larger), and ramp access (rather than stairs). The client is responsible for confirming adequate access at the

venue site and for notifying Loot Rentals of any conditions that may prevent such adequate access or any other conditions that may require additional labor/time for delivery or collection, so that Loot Rentals may factor such conditions into the calculation of the applicable delivery fee.

Please Note: The client's failure to notify Loot Rentals of any such condition may result in an increase to the delivery fee set forth in the Quote.

Event Setup & Strike

For each Delivery Order, we will arrange and set in place all furniture rented or leased from Loot Rentals, including as may be agreed upon by you and Loot Rentals in advance (*e.g.*, according to any agreed-upon design we have provided). Smaller items (*e.g.*, dishes, flatware, glassware, and pillows and other décor) will be delivered to the event venue in bins and you will be responsible for the unpacking and placement of those items. Loot Rentals is not responsible for the placement of any furniture or other items that is not the property of Loot Rentals.

In addition, we require that a representative who is knowledgeable regarding the setup of your Rental Items is present at the event venue during the designated delivery and collection times (for the entire windows of time designated in the Quote), or that (at a minimum) you ensure that the designated representatives is available by phone during these windows, and that you have provided us with the name and phone number of that representative in advance of the planned delivery and collection dates.

Please note that our delivery crews are not design professionals and are not responsible for the particular placement of any furniture or other items. We do offer styling services, however (see “*Event Styling*” below), which must be reserved separately.

Any setup/strike schedule you provide to us must be received at least two weeks prior to the event date. It is the client's responsibility to ensure that sufficient time is allowed for the delivery and removal of the Rental Items.

Event Flips

If your event requires us to transform an event space (at the same venue only) for one purpose to another—*e.g.*, from a ceremony space to a reception space (an “event flip”), we require a reasonable amount of time to execute this change. Loot will provide an adequate crew size to execute the event flip within the time allotted. The client is responsible, however, for ensuring that adequate time is provided to successfully execute the event flip.

Please Note: Each crew member staying at the venue for an event flip must be provided a meal.

Requirements for Will Call Orders

Pickup & Return by Client

For all Will Call Orders, the client will pick up and return the Rental Items from/to the Loot Rentals warehouse. All Rental Items must be picked up in a covered vehicle, and client must use appropriate supplies (*e.g.*, tie-downs and blankets) to ensure safe transport of our items. Once Rental Items leave our warehouse, the client is responsible for their care. Any damages or loss incurred during transport or on-site at event will be the responsibility of the client, as further set forth in the terms and conditions attached to your Quote.

Will-Call Availability Hours

Will-Call is available during normal Loot Rentals business hours (M-Th 10am-5pm and Friday 10am-2pm). Any Will Call Orders picked up or returned outside of these hours will be subject to an additional charge, as set forth in the Event Rental Terms and Conditions attached to your Quote.

Design Services

If you would like our award-winning design team to help with furniture curation and layout design for your event, we're here for you! For an additional fee (see "*Design Fee*" below), we will recommend the best layout plan for the event while offering design advice on achieving the client's vision. The design fee includes a Quote for the curated items we select and a room mock-up design, for each room you request to be furnished, based upon the floor plan that you provide and the included site visit (see "*Site Visits*" below).

Please note that we will reserve your items for up to two weeks after we provide you with the Quote for Design Services. If we have not received your signed Quote and the required payment by that time, we will not be able to continue to reserve any of the selected and certain items reflected in the proposed Quote may not be available by the time we receive your acceptance. In that event, we may substitute the item for a comparable item and will promptly notify you of any such necessary substitutions, which may be subject to additional fees.

Design Fee

Any design services that you request will be charged at the rate of \$125 per hour and will be quoted to you up front, based upon the size of your event venue, your budget and other factors discussed with Loot Rentals up front. Before we will begin working on your design, we require full payment of the quoted design fee and acceptance of our Event Rental Terms and Conditions. If changes to the initial design provided are requested by the client, including an entirely new design, the additional work will be charged at the standard rate of \$125 per hour and quoted by us up front, and must be paid in full prior to our beginning work on the requested changes. The total design fee paid, including the initial design fee, any additional design fees, and any fees charged for additional time on-site (see "*Site Visits*" below) is non-refundable.

Site Visits

The design fee includes a one-hour site visit to any location within a 20-mile radius of Loot Rentals' Austin showroom or Fort Worth showroom. If the venue is outside of that 20-mile radius, the additional round trip mileage will be billed at the standard IRS rate. If time on-site exceeds one hour, the client will be billed at 50% of our standard rate (e.g., \$62.50/hour) per stylist, plus \$25/hour per crew member. Any additional site visits requested by the client will be billed at \$125/hour per stylist and \$50/hour per crew member.

Event Styling

Upon request, we will provide a team of stylists to style and apply final touches for your event that go beyond normal setup. Styling services are billed as follows:

- Stylists: \$125/hour, per stylist
- Crew members: \$50/hour, per crew member

In addition, for *each* stylist and *each* setup crew member (aside from delivery crew), the client will be billed for roundtrip mileage (at the standard IRS rate) and, if applicable, room and board (see "*Fees – Room and Board Fees*" below).

Fees

Rental Fees

Event rental fees are priced according to the daily rate stated in your Quote. For rentals lasting for more than 24 hours, however, the Quote will reflect our multi-day rates or weekly rates (as applicable).

Please Note:

- During SXSW and Peak Season, Event Rental Orders will not be eligible for our weekly and multi-day rates and all Rental Items will be subject to a daily rental rate for each 24-hr period (or portion thereof) that the Rental Items are out of the applicable Loot showroom.
- During SXSW, ALL Event Rental Orders will be subject to a SXSW service fee, regardless of whether the event is a SXSW event.

Peace of Mind Fee

All Event Rental Orders are subject to a Peace of Mind Fee equal to a percentage of the total rental fees—5% for Delivery Orders and 15% for Will Call Orders. For more information about the Peace of Mind Fee, see “*Generally Applicable Policies – Peace of Mind Fees*” below.

Delivery Fee

Each Delivery Order will be subject to an additional delivery fee, as set forth in the applicable Quote. For an explanation of how our delivery fees are calculated, please see *Generally Applicable Terms - Standard Delivery Rates* below.

Room and Board Fees

In addition to the applicable delivery fees, if the venue site is located outside of a 70-mile radius from the Loot Rentals Austin showroom or Fort Worth showroom (as applicable), the client will be billed for an overnight hotel stay for each crew member and (if applicable) each stylist, at \$75/night (per person), plus a per diem of \$50/day (per person).

Loot Home Staging

If you're selling your home and need help with staging the home, the professional team at Loot Rentals is here to help!

Home Staging Services

As part of our Staging Services, we will provide:

- an original Design Concept of the rooms designated in your initial Staging Order (or all rooms in the case of an entire-home staging (see “*Design Concept*” below);
- rental of the furniture and other décor selected by Loot Rentals (the Staging Items), during the applicable contract term;
- delivery and setup of the Staging Items within the home to be staged (see “*Delivery and Setup*” below);
- professional photography (see “*Professional Photography*” below); and
- social media marketing (see “*Social Media Marketing*” below).

Design Concept

As the first phase of our Home Staging Services, we will create a Design Concept after walking through the home. Our pricing includes the initial Design Concept, which is based upon our professional choices, as well as the streamlined process that we follow. We are therefore not able to honor requests for any changes to the Design Concept or any substitutions for the Staging Items we select for you.

In order to start creating your design and selecting your curated Staging Items, we require a signed Quote and a non-refundable, non-creditable, non-transferable fee of \$500. We will consider any

requested modifications to a Design Concept that we have provided—subject to our availability and our aesthetic. Any agreed-upon modifications we implement will be charged at the rate of \$125/hour.

Delivery and Setup; Collection

Our Staging Services include delivery and setup of all Staging Items within the staged home. We will schedule the Delivery Date for your Staging Items only upon receiving payment of the initial 50% deposit (see “*Staging Fees*” below). We will always do our best to accommodate Delivery Date requests, but please keep in mind that we generally require two weeks advance notice to ensure adequate preparation time prior to any delivery and setup. Setup within the home will be according to the final Design Concept. Any delay in payment of initial 50% deposit of the Staging Fees, as required under our Staging Terms, may result in a corresponding delay to the Delivery Date.

Our Staging Services also include collection of the Staging Items from your home. We generally collect your Staging Items from your home within five (5) days following expiration of the initial term or any contract term. If you plan to close on the sale of your home prior to expiration of the applicable contract term and require an earlier collection date, we require at least two weeks advance notice in order to schedule the collection, and we cannot guarantee an earlier collection date.

Professional Photography

Following our setup of the Staging Items within the home, our professional photography crew will take detailed photographs highlighting the home, to supplement any professional realtor photography. These images will be available within one week following the installation date. In order to use any of these images, you must tag Loot Rentals and the photographer in any post of the photograph, as further set out in the Home Staging Terms and Conditions attached to Staging Order.

Social Media Marketing

In addition, as part of our Staging Services, we provide dedicated social media marketing through our online channels with over 20k followers. At a minimum, we will promote via Instagram (2x posts and stories), Facebook (1x post), Blog (1x written post), and E-mail (dedicated post and included in weekly newsletter).

Staging Fees

When putting your property on the market, you can choose to have Loot Rentals stage your entire home or only a specified number of rooms (see “*Rental Fees*” below). The total Staging Fees applicable to your Staging Order are provided below.

Rental Fees

Per-Room Staging - Monthly Fees:

For our clients who choose to have us stage only certain designated rooms without the home, we charge a fixed monthly rental fee for our Staging Services, calculated on a per-room basis (with a minimum fee of \$2,500 per month) and a minimum initial contract term of two months.

Below are our average per-room costs (provided as a helpful reference only—actual fees will vary):

- living room: \$600
- master bedroom: \$550
- office: \$350
- entry way (to include art + lamps, consoles, etc.): \$175
- dining room: \$350

- kitchen/dining: \$325
- outdoor living or dining: \$400
- small outdoor living space: \$200
- addl. Bedroom: \$450
- addl. Bath: \$100
- addl. spaces: \$100

Entire Home Staging - Percentage Fee:

For our clients who would prefer to have us stage every nook and cranny of your home when placing it on the market, we charge a fee of 1% of the ultimate purchase price for the home (to be adjusted upon closing), which covers our Home Staging Services for a minimum term of (and no more than) three months, subject to any approved extension periods, as provided below under “*Extensions Beyond Initial Contract Term.*”

Peace of Mind Fee

All Staging Orders are subject to a monthly Peace of Mind Fee equal to 3% of the total monthly rental fees set forth in the applicable Quote. For more information about the Peace of Mind Fee, see “*Generally Applicable Policies – Peace of Mind Fees*” below.

Delivery & Setup Fee

For all Staging Orders, we charge a flat, one-time fee to cover delivery and setup of your Staging Items at the designated Premises, as stated in your Staging Order (averaging roughly \$700 for “in-town” Orders—varies based upon size of home and rooms covered). Note that this fee is subject to higher rates for “out-of-town” deliveries, in accordance with our standard delivery rates (see “*Generally Applicable Policies – Standard Delivery Rates*” below).

Payment Terms

In order to allow adequate time to plan for delivery of the items, the total Staging Fees due for the initial term set forth in your Staging Order, must be paid as follows:

- Monthly Fees (Per-Room Staging): The total Staging Fees must be paid in full (100%) at least two weeks prior to your delivery date.
- Percentage Fee (Entire Home Staging): At least two weeks prior to the delivery date, we must receive an upfront payment of 50% of 1% of the initial asking price for the home. The remaining balance of the Staging Fees due will be adjusted, up or down, based upon the final purchase price of the home at closing and will be due within five days following your receipt of Loot Rentals’ invoice for this amount, as further stated in the Home Staging Terms.

If your home is sold during the applicable initial term or any extension term, we are unfortunately unable to pro-rate the applicable Staging Fees, as we price the Staging Fees based upon the minimum commitment you have agreed to under the Staging Order, in order to provide you with the best rate possible.

Extensions Beyond Initial Contract Term

You may request extensions beyond the initial contract term stated in your Staging Order, subject to additional fees charged on a month-to-month basis. Any requested extensions must be made at least fifteen days prior to the initial term or any extension term, will be subject to our approval, and will be billed at the fixed monthly rate stated in your Staging Order (for per-room staging) or upon a pro-

rated fee provided by Loot Rentals at the time (for entire home staging). Please understand, however, that we cannot guarantee that the same Staging Items will be available during any approved extension term, due to our existing obligations to other clients at the time. We may therefore need to substitute certain Staging Items with comparable items. In that event, because we price our fees based upon a single delivery/collection roundtrip, you will be responsible to pay an additional delivery/collection fee with respect to any substituted items.

Vacant Home Required

Our Staging Services are only appropriate for vacant homes listed for sale on the market that are “move-in ready.”

Single-Home Limitation

The Staging Items included within your Staging Order must remain on the premises of the location designated in your Staging Order. Staging Items may not be moved from one home to another, or otherwise of the premises of the location designated in your Staging Order.

B2B Staging

If you are a professional stager and wish to rent items from Loot Rentals for any staging job, you are welcome to submit a wish list for your project via our website, and our staff will provide you with a quote. We offer other staging professionals a special rate for these types of jobs and require a two-month initial term, at a minimum. We also require a copy of your business license in order to offer this service.

We can deliver and set up the items at the home for an additional fee, which will depend on the home’s location, accessibility, and time required for our crew to execute. Alternatively, you are welcome to use your own crew for delivery and pick-up. Please note that, in addition to the rental fees and any applicable delivery fees, we require payment of an additional “Peace of Mind” fee, equal to 10% of the rental fees (in the event you collect the rental items) and 3% of the rental fees in the event we deliver the rental items to you. For more information about the Peace of Mind Fee, see “*Generally Applicable Policies – Peace of Mind Fees*” below.

Rental of Loot Showroom

You can host your next event at our Austin showroom, complete with our fabulous furnishings included within the showroom rental fee. We require a three-hour minimum for any showroom rental.

Fees for rental of our showroom are as follows:

- Normal Loot Rentals business hours (M-Th 10am to 5pm and Friday 10am to 2pm): \$400/hour.
- Outside of our normal business hours: \$500/hour + additional staffing rates (as quoted by Loot Rentals, on a case-by-case basis)
- During SXSW: \$800/hour

The above fees include cleaning fees. Plates, napkins, flatware and glassware are available upon request for an additional fee.

Please contact us via our website contact form to inquire further.

Promotional Photoshoot Sponsorship

If you would like to rent items from Loot Rentals for a promotional photoshoot, we offer a 50% sponsorship discount off of the applicable fees (but not the delivery fee, which is not discounted) if we agree that Loot Rentals will have the right to use the photos for its promotional purposes. Delivery is required for large or bulky items that are not appropriate for pickup. The delivery fee and any other applicable fees charged at our hourly rate will be quoted to you up front and will not be discounted.

In order to request to be considered for a promotional photoshoot sponsorship, please fill out our Contact Form at <https://lootrentals.com/contact-us/> and choose “Photoshoot Sponsorship” from the drop-down menu in the “Contact Type” field. We will contact you once we’ve reviewed your request.

Custom Items

Loot Rentals can produce custom items for your next project—*e.g.*, custom-made or custom-altered items. In order to give your project the time and attention it deserves, we require at least 30 days’ lead time for custom production work, but we may require a longer period, depending on the scope of the project. We will only accept projects for custom work that is within our team’s skillset.

Any custom production work we perform for our clients will be billed on a “time and materials” basis, at the default rate of \$100/hour or other hourly rate that we may agree upon. Any outsourced projects will be assessed on a project-by-project basis.

Prior to commencing any custom production work, we require payment of a non-refundable deposit of 50% of the total fees quoted.

Generally Applicable Policies

Standard Delivery Rates

Our delivery rates are based upon whether the venue is considered “in-town” or “out-of-town” (see below) and increase based on distance/travel time, peak season times, load size, required crew size, and any applicable restrictions imposed by the delivery location/venue.

In-Town: Delivery locations within a 70-mile radius from the Loot Rentals Austin showroom or Fort Worth showroom are considered “in-town.” Fees for in-town delivery start at \$300.

Out-of-Town: Delivery locations outside of a 70-mile radius from the Loot Rentals Austin showroom or Fort Worth showroom are considered “out-of-town.” Fees for out-of-town delivery start at \$420.

Our delivery fees include:

- an adequate number of crew members;
- loading and unloading of all items;
- use of our delivery vehicle(s);
- supply of all necessary moving supplies;
- (if applicable), crew time required for setup (placing items in designated areas);
- roundtrip mileage, gas and crew time spent traveling to and from the Loot Rentals showroom (for both deliveries and pickups); and

- for event rentals requiring an overnight stay, roundtrip mileage, gas and crew time spent traveling between the event venue and the hotel accommodations.

“Peace of Mind” Fees

Any “Peace of Mind” Fee applicable to your Order covers all reasonable cleaning and reasonable wear-and-tear repairs required after Rental Items are returned from an event. This fee is intended to provide our clients with the peace of mind of knowing that Loot Rentals will handle this regular maintenance.

If Loot Rentals determines that any Rental Items require major repairs or re-upholstering (not caused by any of Loot Rentals crew members) in order to restore the condition of the items for subsequent events, you will be responsible for payment of the applicable fees, but we will apply the Peace of Mind Fee paid to any additional repair/replacement fees reasonably warranted by such damage. If the repair/replacement fees exceed what was paid in the Peace of Mind Fee, we will contact you for further payment as outlined in the applicable terms & conditions attached to your Quote.

Cancelations & Refunds

All deposits and payments are non-refundable unless otherwise provided in the applicable terms and conditions attached to your Quote. For any refunds permitted under the applicable terms and conditions attached to your Quote, we will deduct from the refunded amount any applicable processing fees.

Return of Rental Items

- All Rental Items must be returned together with all items provided with your Order (e.g., bins, dividers, racks, bags) as delivered by us or picked up by you.
- All Rental Items must be, at a minimum, returned in reasonably clean condition—*e.g.*, all dishware, flatware, and glasses/cups dinnerware provided by Loot must be:
 - scraped of all food particles and then rinsed;
 - placed into the containers in which they were delivered, ***in the same way they were received***; and
 - ***secured with dividers*** placed between each item, in order to avoid any chips, cracks and other breakage.
 - Please ***do not mix*** the salad, dessert, and dinner plates within the same containers ***unless those items were received from Loot in that way***.

Payment Methods Accepted

For all Orders, we accept cash, check, ACH, Visa, Mastercard, and American Express.

Processing Fees

The client is responsible for payment of all applicable payment processing fees incurred in connection with collection of your payment, based upon the payment method used, as may be further described in the terms and conditions attached to the applicable Quote.