

VINTIQS, LLC VINTAGE ART LEASE AGREEMENT

THIS VINTIQS, LLC VINTAGE POSTER LEASE AGREEMENT (the "Agreement") is dated this

_____ day of _____, 2024

Lessee

(the "Lessee")

Address

Lessor Contact: (530) 624-4300 and/or Jesse.Allread@Vintiqs.com

Vintiqs, LLC located at 3827 S. Carson Street, Carson City, NV 89701 (the "Lessor")

BACKGROUND

- A. The Lessee wishes to lease from the Lessor vintage framed posters, fruit labels, and other ephemera (the "Art") to display in their Lobby, Offices, or Model Homes and other locations and has ascertained that is of their opinion that the Lessor has the necessary qualifications, experience and abilities to provide the Art to the Lessee.
- B. The Lessor is agreeable to provide such Art to the Lessee on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor and the Lessee (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Art Leased

The Lessor hereby agrees to lease Art from the Lessee, and Lessee hereby agrees to lease the Art and to provide the following services (the "Lease"):

- Art Leasing
- Optional installation
- Pickup, Delivery and/or Shipping and Packaging for returning the Art
- Terms and Fees may apply
- Variable Cost Deposit

The Lease may also include such other tasks which the Parties may agree on. The Lessor hereby agrees to provide Art and services to the Lessee as more fully described in Exhibit A

2. Term of Agreement

The term of this Agreement (the "Term") shall begin on the date the Art arrives at the Lessee's designated location and will remain in full force and effect until the end of the Term and may be subject to earlier termination as provided in this Agreement. The Term will be automatically extended unless the Parties agree to its termination. In the event that either Party wishes to terminate this Agreement that Party will be required to provide thirty (30) days written notice to the other Party.

Lessee and Vintiqs, LLC agree that the initial term of lease for the Leased Art will:

_____ Start on _____ and end on _____ and be on a

Quarterly (3 month) billing cycle due on the 1st of the month.

Semi-Annual (6 month) billing cycle due on the 1st of month one (1).

Annual (12 month) billing cycle due on the 1st of the month for each quarter.

Month-to-Month due on the 1st of each month.

3. **Compensation**

The Lessor will charge the Lessee for the Art at a variable rate per month and year based on size and quantity of the Art selected as described on Exhibit A.

A Security Deposit described on Exhibit A (the "Deposit**") is payable by the Lessee upon execution of this Agreement.

Lessor will invoice the Lessee as detailed in Section 2, above.

Invoices submitted by the Lessor to the Lessee are due upon receipt and may be paid by credit card or check. A valid MasterCard, VISA, American Express, or Discover credit card (provided below) is required for the lease and other charges contemplated by this Agreement (including payment for the Art in the event of loss or damage as provided in this Agreement). Lessee hereby authorizes Lessor to charge the credit card provided below to pay for the charges covered by this Agreement. Lessee will pay in full the first billing period of the lease before taking possession of Art. Lessor reserves the right to charge Lessee's credit card for all other charges contemplated by this Agreement. Lessee hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. Lessee agrees to promptly update the information below in the event it changes.

Credit Card Number: _____ Expiration Date: _____

Security Code: _____ (3 digits on back of card)

Name as it appears on Credit Card: _____

Card Type: [] MasterCard - [] VISA - [] American Express – [] Discover

4. **Reimbursement of Expenses**

The Lessor may be reimbursed for reasonable or necessary expenses incurred by the Lessor in connection with delivery and installation of the Art. Unless otherwise agreed on Exhibit A, Lessee will pay for Delivery or Ship-To costs, Return Shipping using Lessee's Shipping Containers (unless Lessor agrees to pick up the Art), and Liability Insurance Costs.

5. **Interest on Late Payments**

Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.00% per annum.

6. **Lessee Name Usage**

Lessee agrees Lessor may use Lessee's name in conjunction with Lessor marketing efforts and will not provide location or contact information to anyone unless Lessee wishes its information to be shared.

7. **Ownership of Art**

All Art and related material that is delivered or produced under this Agreement, is the property of the Lessor. Title, copyright, intellectual and digital property rights as well as distribution rights of the Art remain exclusively with the Lessor.

8. **Return of Art**

Upon the expiration or termination of this Agreement, the Lessee will return to the Lessor any Art, or related material which is the property of the Lessor. Unless otherwise agreed on Exhibit A, Lessee will be responsible for removing the Art from the wall and shipping the Art to Lessor. Lessee will be financially responsible for any and all damage to the Art during its removal and shipping. Occasionally, Art may be recalled by Lessor because of a sale. In the event Lessor recalls the Art prior to the expiration of the Term, Lessor will, at its own expense, retrieve the Art from Lessee and replace the Art with other Art that is mutually acceptable to Lessee and Lessor to fulfill the terms of the lease or Lessee may receive a partial credit for lease payment amounts agreed upon by both parties or the lease will terminate with no further payments required.

9. **Option to Purchase Art**

If initialed by the Parties below, the Lessor grants the Lessee the option to purchase the Art under the following conditions:

- The Leased Art may be sold at the retail price listed in Exhibit A.
- The Lessee is responsible for paying the total retail price of the Art at the end of lease term unless otherwise agreed upon by Lessor.
- Lessee agrees to notify Lessor of its intent to exercise the option no later than fourteen (14) business days before the lease term ends.

Option granted: _____ _____
 (initial) (initial)

10. **Responsibility for Loss or Damage, Insurance Coverage.**

The Lessee shall be responsible for the safekeeping of all Art while it is in Lessee’s custody. The Lessee shall be strictly liable to Lessor for loss or damage (except for damage resulting from flaws inherent in the Art), to the full amount Lessor would have received from if the Art had been sold. The Lessee shall provide Lessor with all relevant information about its insurance coverage for the Art if Lessor requests this information.

11. **Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- _____ Lessee Name
- _____ Lessee Billing Address
- _____ Lessee Contact
- _____ Contact Telephone
- _____ Contact Email

- Jessee Allread
- Vintiqs, LLC
- 3827 S. Carson Street, Carson City, NV 89701
- (530) 624-4300
- jessee.allread@vintiqs.com

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier or via email.

12. **Liability**

During the term of this Agreement, Lessee shall be solely responsible for any loss or damage to the Leased Art. Lessee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction, or other injury to the Leased Art from any and every cause whatsoever. No such loss or damage shall impair any obligation of Lessee under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Art (or any component thereof), Lessee shall pay the total of the unpaid lease payments for the entire Agreement term plus the purchase price of the Art prior to such loss or damage, in which case this Agreement shall terminate except for any Lessee duties, as of the date such payment is received by Lessor.

13. **Indemnification**

Each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

14. **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

15. Default

If the Lessee defaults in any performance required herein for a period of thirty (30) days, then (i) this Agreement may be terminated by Lessor, (ii) Lessor shall have the right to enter the Lessee's premises and remove the Art, without notice, and (iii) Lessor shall be entitled to pursue any other remedies available to it at law and in equity.

16. Assignment

The Lessor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Lessee.

17. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement constitutes the entire agreement between the parties.

18. Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

19. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

20. Governing Law/Jurisdiction/Attorneys' Fees

In the event legal action is necessary to enforce the terms of this Agreement, Lessor shall be entitled to collect from the Lessee any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by Lessor for such action and, in addition, the reasonable value of the expenses spent for such action, as governed by the State of Nevada. This Lease shall be governed and construed in accordance with the laws of the State of Nevada and the First Judicial District Court of the State of Nevada shall have exclusive jurisdiction and venue of all suits and proceedings arising out of or in connection with this Lease.

21. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

22. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this _____ day of

_____, _____.
Month and Year

Company Name: _____

Company Address: _____

Officer's Name: _____

Officer's Name Printed: _____

Vintiqs, LLC

By: _____
Jessee Allread, Manager
3827 S. Carson Street, Carson City, NV 89701
(530) 624-4300
jessee.allread@vintiqs.com
www.vintiqs.com

EXHIBIT A

Variable Cost Deposit Name and Description of Art to be leased:

Dimensions

Art Name(s) and Purchase Price

PHOTO SAMPLES (actuals inserted once selected, below are example space holder)



<u>TERM (each billed monthly)</u>	<u>FRUIT LABELS</u>	<u>AMOUNT</u>
Monthly Compensation		\$10.00/per Month*
Annual Agreement Compensation		\$120.00/per Year*
Shipping Charges		TBD

<u>TERM (each billed monthly)</u>	<u>WINDOW CARDS</u>	<u>AMOUNT</u>
Monthly Compensation		\$15.00/per Month*
Annual Agreement Compensation		\$180.00/per Year*
Shipping Charges		TBD

<u>TERM (each billed monthly)</u>	<u>HALF SHEETS</u>	<u>AMOUNT</u>
Monthly Compensation		\$20.00/per Month*
Annual Agreement Compensation		\$240.00/per Year*
Shipping Charges		TBD

<u>TERM (each billed monthly)</u>	<u>ONE SHEETS</u>	<u>AMOUNT</u>
Monthly Agreement Term		\$25.00/per Month*
Annual Agreement Term		\$300.00/per Year*
Shipping Charges		TBD

<u>TERM (each billed monthly)</u>	<u>MULTI SHEETS</u>	<u>AMOUNT</u>
Monthly Agreement Term		\$100.00/per Month*
Annual Agreement Term		\$1200.00/per Year*
Shipping Charges		TBD

* 10% discount for two selected, 20% for three selected, 30% for four or more selected

** Deposit is dependent the numbers of Art selected