

1. True Rental. The Parties intend that this Agreement shall constitute a true rental agreement. VRC has title to the Mount Rushmore mascot costumes at all times. Your company/organization acquires no ownership, title, property, right, equity, or interest in the mascot costumes other than its rental interest solely as renter subject to all the terms and conditions of this Agreement.
2. Return of Mascot Costumes. Your company/organization shall return the mascot costumes, at its sole risk and expense, no later than two (2) days following your company/organization's event. Your company/organization shall cause the mascot costumes to be in at least as good condition as when delivered to your company/organization.
3. Risk of Loss. From the date signed until return of the mascot costumes, your company/organization shall bear all risk of loss, damage, destruction, theft, taking, confiscation, or requisition, partial or complete, of or to such mascot costumes or their use, however caused or occasioned ("Loss"). Your company/organization shall notify VRC in writing within five (5) days of learning of any such Loss.
4. Insurance.
 - a. During the rental, your company/organization, at its sole expense, shall provide and maintain commercial general liability insurance ("Liability Insurance") in an amount no less than \$1,000,000.00 per occurrence and such other commercial general liability coverages as are ordinarily procured by prudent persons who engage in similar activities and in a form, and with companies satisfactory to VRC, including without limitation, the policy shall be primary and non-contributory with insurance carried by VRC and the insurer's agreement to give VRC 30 days' prior written notice before cancellation or material change of the Liability Insurance. VRC shall be named as an additional insured without imposing on VRC any expense in connection with the Liability Insurance.
 - b. Within 30 days after signing, your company/organization shall provide VRC with insurance certificates accurately evidencing that the Liability Insurance is in effect. Your company/organization shall otherwise promptly provide VRC with insurance certificates evidencing that the insurance coverage required under this Agreement is in effect as VRC may request from time to time.
5. Default/Remedies.
 - a. Each of the following events is an "Event of Default" under this Agreement: (a) your company/organization fails to pay any amount under this Agreement when due; (b) your company/organization defaults in the observance or performance of any other term, covenant, or condition of this Agreement, on your company/organization's part to be observed or performed; or (c) your company/organization's interest or any portion thereof in this Agreement devolves on or passes to any other party, whether by operation of law or otherwise.
 - b. If an Event of Default occurs, VRC may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Agreement in default; (b) terminate this Agreement in whole or in part; (c) take possession of the mascot costumes wherever they may be located, without demand or notice, without any court order or other process of law, and without liability to your company/organization for any damages occasioned by such action; (d) require your company/organization to deliver the mascot costumes in the condition required under this Agreement to a location designated by VRC and, for each day that your company/organization fails to return any mascot costume, VRC may demand an amount equal to the rent for such mascot costume, prorated on the basis of a thirty-day month, in effect immediately prior to such Event of Default; (e) proceed by court action to enforce performance by your company/organization of this Agreement and/or to recover all damages and expenses incurred by VRC by reason of any Event of Default; and (f) exercise any other right or remedy available to VRC at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

6. Indemnity/Hold Harmless. Your company/organization shall indemnify, defend, and hold harmless VRC, its successors and assigns, and its affiliates and their successors and assigns and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel, accountants, and other agents of VRC, its successors and assigns, VRC's affiliates, and their successors and assigns (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatsoever kind and nature, including attorneys' fees and the cost of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by Indemnitees relating to, arising out of, or in connection with the transactions contemplated by this Agreement.
7. Waiver of Claims. Your company/organization, on behalf of itself and its successors and assigns, hereby irrevocably waives, releases, and discharges VRC, its successors and assigns, and its affiliates and their successors and assigns, and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel, accountants, and other agents of VRC, its successors and assigns, VRC's affiliates, and their successors and assigns (collectively, "Released Parties") from any and all losses, injury, death, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatsoever kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, in law or in equity, that your company/organization, its successors and assigns, now has or may hereafter have against any of the Released Parties, in each case arising out of, relating to, or in connection with the transactions contemplated by this Agreement, unless caused by the VRC's gross negligence or intentional conduct.
8. Governing Law/Jurisdiction/Venue. This Agreement and all exhibits, schedules, and applications attached hereto, and all matters arising out of or relating hereto, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of South Dakota, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of South Dakota.
 - a. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any exhibits, schedules, or applications attached hereto, or any contemplated transaction, in any forum other than the courts of the State of South Dakota sitting in Pennington County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of South Dakota sitting in Pennington County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
9. Attorney's Fees. In the event of any action, suit, or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs, and expenses incurred in connection with such action, suit, or proceeding, including any appeal thereof.
10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. Entire Agreement. This Agreement, together with all related exhibits, schedules and applications, constitutes the sole and entire agreement of the Parties hereto with respect to the subject matter

contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12. Modification. No amendment to [or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party to this Agreement.
13. Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver under this Agreement and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. Neither any failure or delay in exercising any right, remedy, power, or privilege, or in enforcing any condition under this Agreement, nor any act, omission, or course of dealing between the Parties constitutes a waiver or estoppel with respect to any right, remedy, power, privilege, or condition arising from this Agreement.
14. Remedies Cumulative. All rights and remedies of VRC provided in this Agreement are cumulative and not exclusive, and the exercise by VRC of any right or remedy does not preclude the exercise by VRC of any other rights or remedies that may now or subsequently be available to VRC at law, in equity, by statute, in any other agreement between the Parties, or otherwise.
15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.