

## RENTAL TERMS & CONDITIONS

1. All our rental items and services are provided according to the following rental terms and conditions, to which all customers are required to agree:
2. Customer acknowledges that he or she, or their representative, has had an opportunity to personally inspect the equipment and finds it suitable for his or her needs and in good condition and that he or she understands its proper use. Customer further acknowledges his or her responsibility to inspect the equipment prior to its use and notify Rental Company of any defects.
3. If equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Rental Company who will replace the equipment with similar equipment in good working order, if available. Rental Company is not responsible for any incidental or consequential damages caused by delivery delays or any forms of service interruption.
4. There are no warranties of merchantability or fitness, either expressly defined or implied, and no warranty that the rental equipment is suited for Customer's intended use, or that it is free from defects.
5. Customer agrees to assume the risk of, and hold Rental Company harmless for, property damage and personal injuries caused by the equipment, the result of adverse weather conditions, or the result of negligence on the part of the Customer.
6. Use of the rental equipment in the following circumstances is prohibited, and constitutes a breach of this contract: Use for illegal purpose or in an illegal manner; use when the equipment is in bad repair or is unsafe; improper or unintended use or misuse; use by anyone other than Customer, or his or her employees, without Rental Company's written permission; use at any location other than the address furnished by the Customer without Rental Company's written permission.
7. Rental Company may assign its rights under this contract without the Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Rental Company's written permission. Any purported assignment by the Customer is void.
8. Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract and will generate additional charges. Any extension must be mutually agreed upon in writing.
9. Customer agrees to return the rented goods during Rental Company's regular store hours, upon termination of the rental period. If not returned in a timely manner, Customer shall pay an additional charge equal to the daily rate for each day, or part thereof, that the goods are retained beyond the original rental period.
10. Customer agrees to pay for any damage or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Rental Company. Customer also agrees to pay a reasonable cleaning charge, as determined by Rental Company, for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its full replacement value. The cost of any repairs will be borne by Rental Company, whether performed by Rental Company, or, at Rental Company's option, by others.
11. **DAMAGE WAIVER:** Rental Company agrees, in consideration of an additional charge as listed on the face of this contract, to modify the responsibilities of the Customer created in paragraph 9 regarding equipment damaged while in Customer's possession or control. Notwithstanding paragraph 9 above, Customer accepting Damage Waiver is not responsible for damage to or destruction of the rental equipment except as follows: (a)

Any form of loss or theft of equipment; (b) Damage due to Customer's neglect or misuse; (c) Loss by willful neglect or abuse. If requested, Customer agrees to furnish Rental Company with a police report on all damage to which this damage waiver modification applies. Customer is required to return damaged equipment, including broken pieces, whether still useful or not.

12. Delivery and pick up will be at Rental Company's convenience. (b) Delivery and pick up will be to ground level only – additional charges will apply for delivery or pick up if up or down stairs. (c) Delivery must be made to and equipment kept in a sheltered location protected from the elements. (d) Chairs and tables will be delivered stacked and/or bagged. Customer must ensure they are similarly stacked and bagged ready for pick up. There is an additional charge for set up and knock down. Dinnerware must be returned clean.

13. If equipment is unavailable for pick up at the agreed time, Customer agrees to pay a service charge of \$15.00 plus any additional rental charges accrued. (b) Rental Company's drivers will make every effort to be heard at Customer's front door. Responsibility for failure to hear driver because of loud radios, remoteness of customer from front door or any other reason rests upon the Customer. (c) It is Customer's responsibility to maintain the delivery and pick up times agreed upon in order to assure the availability of equipment. If Customer authorizes any other person (such as neighbor or employee) to make equipment available for pick up, Customer will be responsible if such person fails to do so. (d) If Customer requests delivery or pick up on Sunday or holiday, and if Rental Company agrees to such delivery or pick up, additional charges will apply.

14. No equipment may be dismantled or moved to another location unless Rental Company gives specific consent. Customer will be charged a service charge of \$15.00 plus \$1.00 per mile each way if pick up of equipment is from a location other than the location to which it was delivered unless Rental Company waives the charge at the time of consenting to the transfer.

15. The charge for the whole of each rental period accrues on the first day of each such period. There is no reduction or prorating of charges when Customer uses equipment for only part of rental period. Payment is due and payable at the beginning of the rental period. Terms on approved commercial open accounts are net 30 days. A carrying charge of 1 1/2% per month (annual rate of 18%) will be charged on all overdue accounts.

16. Customer agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of Rental Company's rights under this contract.

17. Upon a failure to pay fees or other breach of this contract, Rental Company may terminate this contract and take possession of and remove the goods from wherever they are, and Rental Company and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

18. Customer is responsible for the loading and unloading goods. If Rental Company's employees assist in loading or unloading the goods, Customer agrees to assume the risk of, and hold Rental Company harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Rental Company and or his employees.

19. Customer acknowledges that he or she is not the agent of the Rental Company for any purposes.

20. Customer agrees that the Rental Company is neither the manufacturer of the goods nor the agent of the manufacturer.

21. This agreement is not a contract of sale. Title to the goods is and shall remain in Rental Company.

22. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

23. Customer agrees to indemnify and reimburse Rental Company for all liabilities to Rental Company, his agent or third parties, arising out of the use of the goods or a breach of this contract by Customer, including those arising from Rental Company's negligence.

24. Any security or reservation deposit held by Rental Company shall be held as liquidated damages in the event of default as defined herein. If Customer for any reason cancels this agreement, the deposit will be retained as liquidated damages and Rental Company shall also be reimbursed for all expenses and losses incurred or suffered as the result of the Customer's failure to complete the agreement.

25. All tents have been treated for water repellency but cannot be guaranteed to be absolutely waterproof. Rental Company does not guarantee any fabric not to crack, fade, shrink or tear.

26. Customer shall provide unobstructed space for the placement, assemblage, erection and disassembling of rented equipment.

27. Customer shall be charged for waiting time, which is occasioned by Customer's neglect or delay.

28. Rental Company shall have the right to charge a related, reasonable sum, as determined by Rental Company, for previously undisclosed subsurface conditions.

29. All necessary surface repairs after the Rental period shall be the responsibility of the Customer. Rental Company will not be responsible for damage to overhead or underground wires, sprinkler systems, septic tanks or any other underground or hidden obstruction. Customer will hold Rental Company harmless for any damage while at location.

30. Customer grants to Rental Company the right and privilege to enter upon the premises designated as the location for installation at least one (1) week before the time set for the use of the rental equipment, at all reasonable hours, for the purpose of erecting and installing the rental equipment, and further grants to Rental Company the same privilege for removing the rental equipment. Customer grants to Rental Company the privilege of using Customer's power supply for the purpose of installation and lighting.

31. Rental Company shall, prior to the installation, provide at Customer's cost, all necessary permits, licenses and other consent, as requested.

32. Customer shall provide, at Customer's cost, insurance coverage which protects Rental Company from all claims of whatever nature brought by agents and employees of Customer and by all third parties. Customer shall maintain adequate dram shop insurance.

33. Customer shall pay for all service calls he or she requires of Rental Company, during rental period.