

## TERMS AND CONDITIONS

1. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use and has been instructed in the safe and proper operation of the rental equipment. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.

2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.

4. **HOLD HARMLESS/INDEMNITY.** You assume all risks associated with the possession, use, transportation and storage of the Equipment. **ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY YOU, YOUR EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT.**

5. **ASSUMPTION OF RISK.** You acknowledge that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **YOU VOLUNTARILY ASSUME ALL SUCH RISK AND RELEASE AND DISCHARGE US AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH OUR NEGLIGENCE (OTHER THAN OUR INTENTIONAL MISCONDUCT).**

6. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract. (a) Use for illegal purpose or in

illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than Customer or his employees, without Dealer's written permission. (e) Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment.)

7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.

8. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

9. LATE RETURN. Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as deSignated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire periOd, notwithstanding any lesser periodic rate.

10. DAMAGED, DIRTY, OR LOST EQUIPMENT. Customer agrees to pay for any damage to 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 Dealer. Customer also agrees to pay a reasonable cleaning charge or equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by the Customer, whether performed by the Dealer, or, at Dealer's option, by others.

11. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

12. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

13. INSPECTION OF TRAILER HITCH. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

14. DAMAGE WAIVER. Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return

in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of damage to the Equipment while in your possession, except that You will be responsible for the first \$500.00 or 50% of the cost of repair or replacement of damaged Equipment (whichever is higher). You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any Item or part thereof which is not returned, irrespective of the reason, including theft. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

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

16. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.

17. PROPERTY DAMAGE. Not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, drainfields and/or flower beds as result of on the job deliveries.

18. CHARGES. The Customer shall pay all charges required under this Agreement upon demand. The Customer agrees that mileage and time charges on the front side of this Agreement are minimum charges only and that no refund or reimbursement is due Customer in the event that fewer days and/or miles are actually used. No pro-rations will be made by Licensee.

19. DELIVERY/PICKUP. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made prior to delivery/pick up with a special charge quoted. If no arrangements are made and this service is desired on delivery/pick up, our driver must call for authorization and an additional fee will be incurred.

20. CLEANING. China, Glassware, and Flatware must be returned rinsed and repacked properly in racks provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.

21. LINENS. Table linens are inspected prior to pick up and upon return. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

22. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

23. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

24. WEATHER RELATED RISKS. Customer assumes all weather related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.

25. PREPARATION OF SITE. Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense. 26. MATERIAL. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

27. COOKING UNDER TENTS. Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

28. ELECTRIC POWER AND LIGHTING. Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.

29. UNDERGROUND FACILITIES. Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Rental Center's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.

30. CREDIT AND DEBIT CARD AUTHORIZATION. You specifically authorize Rental Center to charge Customer's credit card (such as Visa, MasterCard, American Express, Discover) or debit card for any and all charges related to this rental. This includes, but is not limited to, rental charges, cleaning charges, damage, loss of rental, costs of repairs as a result of the rental and charges.

31. WAIVER OF JURY TRIAL. Each party waives its right to a jury trial of any claim or cause of action based on or arising out of this agreement or the subject matter hereof. This waiver pertains to all disputes that may relate to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any exceptions. Each party (A) understands that this is a waiver of important legal rights and (8) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each party knowingly, voluntarily, irrevocably and unconditionally waives its jury trial rights.

32. FUTURE RENTALS. Customer acknowledges that the terms of this Contract will be deemed to apply not only to the Equipment identified on the front side of this document, but also to all other Equipment and merchandise Customer may rent or purchase from Rental Center (except as to the rent and/or purchase price of such items, as applicable, which will be charged at Rental Center's published rates as of the date of each such rental or purchase), whether on the date of this Contract or at any time in the future (except only as to any Equipment and/or other items with respect to which Customer executes a new Rental Contract).

33. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the rental equipment/items from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the rental equipment/items.

34. CREDIT CARD. Customer agrees to pay Rental Center for each and every day that the item is not returned to Rental Center's place of business. In the event Customer has provided credit card information to Rental Center, Customer hereby authorizes Rental Center to charge Customer's credit card for each and every day that the equipment is not returned to Rental Center. Customer further authorizes Rental Center to charge to Customer's credit card, any charges incurred by Rental Center in repossessing the property in the event Customer fails to return the leased property to Rental Center.

Metered Rates Override Daily Rates

1 DAY" 24 HRS. 1 DAY = 8 HOURS

1 WEEK = 7 DAYS METERED 1 WEEK = 40 HOURS

MONTH = 4 WEEKS EQUIPMENT: 4 WEEKS = 160 HOURS

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