

## TERMS AND CONDITIONS:

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean its agents and/or employees. In consideration of hiring of the items (herein "the rental item or rental items") described on the front of this Rental Agreement it is agreed as follows:

**1. Indemnity/Hold Harmless:** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY AND DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEY FEES, AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.

**2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY AND OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVER, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**3. HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

**4. TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.

**5. WARRANTIES.** Rental Center is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties or merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

**6. RECOVERY OF LITIGATION COSTS.** If any legal action or other proceeding is brought for the enforcement of this Agreement or Purchase Order, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement or Purchase Order, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and costs, expert witness fees and costs and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.

**7. NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provisions.

**8. TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon in writing.

**9. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** The Rental Center may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the Rental Center's written permission. Any purported assignment by the Customer is void.

**10. RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.

**11. INSPECTION BY RENTAL CENTER.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

**12. THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

**13. RETAKING OF RENTAL ITEMS.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

**14. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the

Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its sub-contractors.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items.

**15. 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. Customer shall secure all other rental equipment to protect equipment from weather at all times.

**16. TENT SITE EVALUATION, GUTTERS, PERMITS.** All tent quotes and proposals require an onsite evaluation by a Rental Center representative. Gutters are only to be installed from tent to tent and must be ordered in advance. Rental Center will NOT attach gutters to any structure or dwelling. Customer is responsible for obtaining any and all permits required by your building and fire departments prior to the scheduled delivery date. If permits are denied for any reason, the client is still responsible for the 50% nonrefundable deposit and any other costs incurred by Rental Center.

**17. 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.

**18. 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.

**19. 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 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. 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.

**20. DELIVERY/PICK UP.** The Rental Center's standard delivery and pick-up policy shall be at our convenience. 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 several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. Upon pick-up, all items must be stacked / bagged in the same manner and location that they were delivered; china, flatware, etc. needs to be scraped (not rinsed) and stacked in the same containers in which they were delivered. On pick up, a knock down fee will result if rental items are still up.

**21. WILL-CALL.** It is the Customer's responsibility to verify the rental order upon leaving The Rental Center. The Customer assumes responsibility for rental equipment once the order has been loaded and verified by your signature. Will-Call orders require payment at the time of pick-up. The Rental Center will assist you in loading and unloading Customer's vehicle; however we will not take responsibility for damage to your vehicle or the way in which the items are secured.

**22. INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects prior to use, **NOT AFTER THE EVENT.**

**23. REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

**24. LINENS.** Table linens are inspected prior to pick up and upon return. DO NOT ROLLUP OR PLACE WET LINENS IN ANY BAG - mildew will result. Return all linens dry and free of waste. DO NOT LAUNDRER LINENS after use.

**25. DIRTY OR DAMAGED ITEMS.** Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged goods. Rental Equipment damaged beyond repair will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.

**26. DAMAGE WAIVER.** For security against damaged items, The Rental Center automatically includes a nonrefundable damage waiver of 9% on all orders. Damage viewed as excessive by The Rental Center will result in additional charges (the cost of repair or the full replacement cost of rental items) due immediately. The Rental Center assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Center reserves the right to collect from person or company causing damage. THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE.

**27. RESERVING EQUIPMENT.** Quotes or proposals do not guarantee availability of rental equipment. A signed rental contract is needed for all reservations. Orders of non-tent items over \$100 require a 25% deposit and a valid credit card to reserve items. All tent items require a 50% nonrefundable deposit due at the time of reservation.

**28. CHANGES AND CANCELLATIONS.** For non-items, all changes must be made no later than 72 hours prior to delivery; any changes made after the order has been loaded are subject to a 50% restocking fee. For tent items, any changes or cancellations made any time after the time of reservation will be charged 50% of the rental rate as collected in the non-refundable deposit; any cancellation made after the order has been loaded are subject to 100% cancellation fee. Any and all items cancelled after being loaded or delivered are subject to a 100% cancellation fee.

29. FINAL PAYMENT. Final payment is due 48 hours prior to delivery. The credit card used to reserve equipment items will be used for final payment unless alternative payment is arranged the week prior to the event. Orders will not be scheduled for delivery until FULL payment is received. In the event of a returned check, The Rental Center has the authority to charge the credit card on file for the amount of the check plus a \$30 returned check fee. If you have ACCOUNT terms with the Rental Center, payments are due Net 30.

30. EMERGENCY SERVICES. In the event of a rental emergency (i.e. incorrect items were delivered, items were delivered damaged, items are not working properly, problems with a tent, etc.) The Rental Center does provide 24-hour assistance. Please call our office at 916.773.2133 for the recorded message with the phone number of the on-call driver for that day.