

TERMS & CONDITIONS

1. Lessee acknowledges that (s)he has had an opportunity to personally inspect the equipment, finds it suitable for his or her needs, is in good condition, and understands its proper use. Lessee further acknowledges his or her duty to inspect the equipment prior to its use and notify Lessor of any defects.
2. If equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor. Lessor will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delay or otherwise.
3. There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for Lessee's intended use or that it is free from defects.
4. Lessee agrees to assume the risk of, and hold Lessor harmless for, property damage and personal injuries caused by the equipment and/or arising out of Lessor's negligence.
5. Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract: use for illegal purpose or illegal manner; use when the equipment is in bad repair or is unsafe; improper, unintended use or misuse; use by anyone other than Lessee or his or her employees, without Lessor's written permission; use at any location other than the address furnished Lessor without Lessor's written permission.
6. Lessor may assign his right under this contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan the equipment without Lessor's written permission. Any purported assignment by Lessee is void.
7. Lessee'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. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
8. Lessee agrees to return the rented goods during Lessor's regular store hours, upon termination of the rental period. If not timely returned, Lessee shall pay an additional charge equal to the daily rate for each day, or part thereof, that the goods are retained beyond the extension of the rental period.
9. Lessee agrees to pay for any damage or loss of goods, as an insurer, while the goods are out of the possessions of the Lessor regardless of cause, except reasonable wear and tear. Lessee also agrees to pay a reasonable cleaning charge, as determined by Lessor, for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be borne by Lessee, whether performed by Lessor, or at Lessor's option, by others.

10. **DAMAGE WAIVER.** Lessor agrees in consideration of an additional charge as listed on the face of this contract, to modify the responsibilities of Lessee created in paragraph 9 regarding equipment damaged while in Customer's possession or control. Notwithstanding paragraph 9 above, Lessee accepting Damage Waiver is not responsible for damage to or destruction of the rental equipment except as follows: (a) Loss or theft of equipment; (b) Damage due to Lessee's neglect or misuse; (c) loss by willful neglect or abuse; (d) Mysterious or unexplained loss; (e) Theft. Lessee agrees to furnish Lessor with a police report on all damage to which this damage waiver modification applies. Lessee is required to return damaged equipment or pieces whether still useful or not.

(a) Delivery and pickup will be at Lessor's convenience.

(b) Delivery and pickup will be ground level only. There is an additional charge for delivery or pickup if up-or downstairs.

(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. They must be stacked and bagged for pickup. There is an additional charge for set up and knock down. Dinnerware must be returned clean.

11. (a) If equipment is unavailable for pickup at the agreed time, Lessee agrees to pay a service charge of \$25.00 plus any additional rental charges accrued.

(b) It is Lessee's responsibility to maintain the delivery and pickup times agreed upon in order to assure the availability of equipment. If Lessee authorizes any other person (such as neighbor or employee) to make equipment available for pickup, Lessee will be responsible if such person fails to do so.

(c) If Lessee requests delivery or pickup on Sunday or holiday, and if Lessor agrees to such delivery or pickup, there will be an additional charge determined by Lessor.

12. No equipment may be dismantled or moved to another location unless Lessor gives specific consent. Lessee will be charged a service charge of \$25.00 plus \$1.00 per mile each way if pickup of equipment is from a location other than the location to which it was delivered unless Lessor waives the charge at the time of consenting to transfer.

13. 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 Lessee uses equipment for only part of the 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 2% per month (annual rate of 24%) will be charged on all overdue accounts.

14. Lessee agrees to pay all reasonable collection, attorney's and court fees, and other expenses involved in the collection of the charges of enforcement of Lessor's rights under this contract.

15. Upon failure to par rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of goods.

16. Lessee is responsible for loading and unloading the goods. If Lessor's employees assist in loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor or his employees.
17. Lessee acknowledges that (s)he is not the agent of the Lessor for any purposes.
18. Lessee agrees that the Lessor is neither the manufacturer of the goods nor the agent of the manufacturer.
19. This agreements is not a contract of sale. Title to the goods is and shall remain in Lessor.
20. 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.
21. Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, his agent or third parties, arising out of the use of the goods or a breach of this contract by lessee, including those arising from Lessor's negligence.
22. Any security or reservation deposit held by Lessor shall be held as liquidated damages in the event of the default as defined herein. If Lessee for any reason cancels this agreement, the deposit will be retained as liquidated damages and Lessor shall be reimbursed for all expenses and losses incurred or suffered as the result of the Customer's failure to complete the agreement.
23. All tents have been treated for water repellency but cannot be guaranteed to be absolutely waterproof. Lessor does not guarantee any fabric not to crack, fade, shrink, or tear.
24. Lessee shall provide unobstructed space for the placement, assemblage, erection, and disassemblage of rented equipment.
25. Lessee shall be charged for waiting time which is occasioned by Lessee's neglect of delay.
26. Lessee shall have the right to charge a related, reasonable sum, as determined by Lessor, for undisclosed subsurface conditions.
27. All necessary surface repairs after the lease shall be the responsibility of the Lessee. Lessor will not be responsible for damage to overhead or underground wires, sprinkler systems, septic tanks, or any other underground or hidden obstruction. Lessee will hold harmless Lessor for any damage while at location.
28. Lessee grants to Lessor 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 leased property, at all reasonable hours, for the purpose of erecting and installing the leased equipment and further grants to Lessor the same privilege for removing the leased equipment. Lessee grants to Lessor the privilege of

using Lessee's power lines for the purpose of installing and lighting.

29. Lessee shall, prior to installation, provide at Lessee's cost all necessary permits, licenses, and other consent.

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

31. Lessee shall pay for all service calls it requires of Lessor.