

Rental Agreement- Terms and Conditions

1. Indemnity/Hold Harmless. Lessee will take all necessary precautions to protect the Rental Items and protect all persons and property from injury or damage. Lessee agrees to indemnify Lessor and hold it harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including but not limited to injuries or death of persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Rental Items, however caused, except claims arising through the sole negligence or willful misconduct of Lessor.

2. Assumption of risk/release - release of liability. Lessee acknowledges there is a risk of bodily injury or property damage arising out of the use or operation of the Rental Items and hereby elects to voluntarily enter into this Agreement and assume all risks of bodily injury or property damage. Lessee agrees to release and discharge Lessor from any and all liability for such bodily injury or property damage; and Lessee further agrees to waive, release and discharge any and all claims which it may have for bodily injury or property damage against Lessor.

3. Title and Ownership. The Rental Items shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the Rental Items in accordance with the terms of the Agreement. Lessor 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 Lessee agrees that it will not remove or cover such markings without the prior written consent of Lessor. It is expressly intended and agreed that the Rental Items are personal property even though they may be affixed or attached to real estate. The Rental Items shall not be removed from the place of delivery or installation without the prior written consent of Lessor.

4. Inspection of equipment. Lessor shall at all times have the right to enter any premises where the Rental Items may be located for purposes of inspecting them, observing their use, or removing them. Lessee acknowledges that it has had an opportunity to personally inspect the Rental Items and finds them suitable for its needs and in good condition. Lessee understands the proper use and operation of the Rental Items. Lessee further acknowledges Lessee's obligation to inspect the Rental Items prior to their use and to notify Lessor of any defects.

5. Replacement of malfunctioning items. If the Rental Items become unsafe or defective for any reason, Lessee agrees to immediately discontinue their use and to notify Lessor. Lessor will repair or replace the Rental Items with similar items in good working order if available and if the defect is the result of normal use. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto. Lessor is not the manufacturer of the Rental Items or the agent of the manufacturer and disclaims any warranty against patents or latent defects in material workmanship or capacity and waives all warranties of fitness expressed or implied.

6. Assignments, subleases and loans of Rental Items. The Lessor may not assign its right under this Agreement without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the Rental Items without the Lessor's prior written consent. Any purported assignment by the Lessee is void.

7. Return of Rental Items. Lessee's right of possession and use of the Rental Items terminates on the expiration of the rental period and continued possession after that expiration constitutes a material breach of Lessee's obligations under the Agreement. Time is of the essence in this Agreement. Any extension of the rental period must be agreed to by the prior written consent of Lessor. At the termination of the rental period, Lessee shall return all the Rental Items to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages incurred by Lessor because the Rental Items were not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Rental Items to Lessee or to pick up the Rental Items from Lessee, Lessee shall be responsible for all damages to the Rental Items from time of delivery to Lessee until picked up by Lessor.

8. Compliance with laws/use of Rental Items.

A. Lessee agrees not to use or allow anyone to use the Rental Items for any illegal purpose or in any illegal or unsafe manner. Lessee agrees, at its sole cost and expense, to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use for the Rental Items during the rental period. Lessee further agrees to pay all licenses, fines, fees, permits, or taxes arising from the Rental Items, including any subsequently determined to be due. Lessee is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Lessor may, at the Lessee'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 Lessee. If the Permits or licenses are denied for any reason, Lessee shall be obligated to pay rental charges and other obligations pursuant to this Agreement.

B. Lessee 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 or use the Rental Items. Lessee shall not allow any person to use or operate the Rental Items when they are in need of repair or when they are in an unsafe condition or situation; modify, misuse, harm or abuse the Rental Items, permit any repairs to the Rental Items without Lessor's prior written consent, or allow a lien to be placed upon the Rental Items.

9. Legal Fees. In the event of breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in such action or proceeding, in an amount to be determined by the court.

10. Theft of Rental Items. The Lessee agrees to pay for Rental Items (at Lessor's replacement cost) for all types of theft or disappearance. Damage waiver does not cover theft.

11. Retaking of Rental Items. If for any reason it becomes necessary for Lessor to retake the Rental Items, Lessee authorizes Lessor to retake the Rental Items without further notice or further legal process and agrees that Lessor shall not be liable for any claims for damage or trespass arising out of the removal of the Rental Items.

12. Damage Waiver. Covers wind and storm damage to tents and accidental damage to other rental products except excessive damage. In consideration of a damage waiver payment, the Lessor assumes risk of damage to Rental Items as outlined above, except the following risks assumed by the Lessee: (a) excessive damage; (b) loss, damage, vandalism, malicious mischief, and theft; (c) loss, damage or theft of accessory items such as extension cords, etc; (d) loss due to disappearance or wrongful conversion by a person entrusted with Rental Items; (e) damage during transportation of equipment by Lessee. Damage waiver is null and void if damage is caused by a third party not associated or related to Lessee. In that instance the Lessor reserves the right to collect from person or company causing damage. **THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER.** The Lessee may decline damage waiver charge by providing a certificate of insurance adding Lessor as a Primary/Non-Contributory Additional Insured Lessor on the General Liability policy and Loss Payee on Leased/Rented Equipment with a limit no less than the replacement value of the equipment they are renting.

13. Cleaning. China, glassware, and flatware must be returned rinsed free of food and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on concessions, grills and cooking equipment.

14. Dirty or Damaged Items. Lessee agrees to pay for any damage to Rental Items regardless of cause, except reasonable wear and tear. Lessee also agrees to pay a cleaning charge for all Rental Items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Items damaged beyond repair will be paid for by Lessee at Lessor's replacement cost. The cost of repairs will be borne by the Lessee, whether performed by Lessor or at the Lessor's option by others.

15. Cash and Carry / Will Call. Lessor will **assist** in the loading and unloading of rental equipment. Lessee must have their own tie downs and straps to secure the load. Lessor is not responsible for any damage that may occur to Lessee's vehicle or trailer during the loading and unloading process. Lessor has the right to refuse loading into a vehicle or trailer that is too small or in a condition that could result in damage to Lessor's rental equipment.

16. Delivery/Pickup. Delivery shall be made to the closest point Lessor's truck can park. Extra charges will result in deliveries upstairs, elevator use, or to any point where extra time is required. Delivery/Pickup of rental equipment requires foot traffic, use of carts or dollies, and sometimes heavy equipment. Lessor is not responsible for any damage that occurs to property during the setup and removal process.

17. Preparation of site. Lessee agrees to have the site upon which the Rental Items are to be erected, free and clear of all obstacles, natural and manmade, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to Lessor's arrival. All non-rented items and decoration shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

18. Underground facilities. Lessee agrees to have all underground facilities in the vicinity of the Rental Items clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all underground facilities. Lessee must call "811" at minimum 72 hours prior to scheduled delivery. **Please note that 811 does not mark any private utilities (ex. irrigation, invisible fence, etc).**

19. Tents. All tents are temporary structures and should never be used as a shelter in the event of high winds or storms. No tent is guaranteed to be 100% waterproof. Under no circumstance should cooking take place underneath a tent or within a distance that smoke damage could occur. Lessee assumes full responsibility and costs incurred for damage and/or cleaning expense to tents and other rental equipment due to cooking processes under or near tents. Not all tents are engineered or carry a published wind load. Tents that are engineered and have published wind loads are limited by soil conditions. Please remember that God can knock down anything he desires.

20. Inflatables/Games. Lessee agrees to follow all instructions and safety procedures while using inflatables/games. Inflatables/Games must have Adult Supervision at all times. Inflatables must be staked down according to specifications. Inflatables cannot be operated in winds exceeding 15 MPH and must be deflated. In the event of rain Lessee must deflate inflatable and cover it with a tarp. Lessor is not responsible for any injuries that may occur during use of rental equipment. Lessee agrees to bring Inflatables back clean and free of any debris including leaves. If Lessee does not comply with these terms additional fees may apply. Lessor has the right to discontinue lessee's use of any inflatable/game if it assessed that there are safety concerns, due to operation, to participants or the equipment.

21. Linens. Table linens are inspected prior to pick up and upon return. Return all linens dry and free of waste. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** – except for mesh bags provided – mildew, excessive stains or damage, burns, wax or tears, may not be covered by damage waiver and Lessee will be charged the replacement cost of the linen and may keep same as though it were a sale.

22. Weather related risks. Lessee assumes all weather related risks involved in holding an outdoor tented event. Lessor will endeavor to minimize said risk, however, should the tent or equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall still be liable for payment in full of all rental charges. In the event of these weather conditions Lessor has right to remove tent and any other rental equipment that they determine could be damaged by weather prior to completion of contracted rental period and all rental fees will still apply.

23. Notice of non-waiver/severability. Any failure of Lessor to insist upon strict performance by Lessee as regards any provision of this Agreement shall not be interpreted as a waiver of Lessor's right to demand strict compliance with all other provisions of this Agreement against Lessee or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

24. Credit and debit card authorization. Lessee specifically authorizes Lessor to charge Lessee's credit card (such as Visa, MasterCard, or 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 well as a result of the rental and charges.

25. Finance Charges. If Lessee does not make payment within the agreed upon terms, finance charges will apply at a rate of 1.5 percent per month which is an annual rate of 18%.