



## **Rental Contract & Terms and Conditions**

Lessor hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the express written permission of Lessor.
2. Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment and finds it suitable for Lessee's needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.
3. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. If the defect is the result of normal use, Lessor will repair or replace the equipment with similar equipment in good working order if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.
4. Lessor is neither 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 Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers 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.
5. Lessee shall defend, indemnify and hold harmless Lessor its employees, agents and subsidiaries, from and against all claims, liabilities, losses, claims of personal injury, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee or its agents, employees or subcontractors or anyone acting on Lessee's

behalf. The indemnities included in this exhibit shall include reasonable attorney's fee paid by Lessor in defending suits and actions involving liability covered by the indemnification provision in this paragraph.

6. Lessee's right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is the essence in this agreement. Any extension must, at Lessor's election, be mutually agreed upon in writing.
7. The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.
8. At the expiration of this contract, or sooner upon Lessor's demand, Lessee promises to make available for pickup by Lessor at the time specified in the contract, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not available for pickup when specified. If the Lessee has agreed to return equipment to Lessor, Lessee shall be responsible for all loss or damage to the equipment from the time of delivery to Lessee until returned to Lessor. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable costs of repair and pay rental on the equipment of one-half the regular rental rate until repairs have been completed. Lessor shall be under no obligation to commence repair work until Lessee has paid therefore. In the event the Lessor must resort to litigation to be reimbursed for damage caused to equipment, Lessee agrees to pay all attorney's fee, court costs, or other expense which become reasonable or necessary to compensate Lessor for his repairing or having the equipment repaired or replaced.
9. The Lessee hereby expressly waives all rights in and to any and all exemption laws set forth in the State of New York, which are within the power of the Lessee to waive.
10. Lessor 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 Lessee's premise.
11. Lessee shall at its own expense and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.
12. Delivery is made to convenient point for delivery vehicle to park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Lessor's service does not include set up and knock down of tables and chairs. If this service is required, arrangements must 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. On pickup where no prior arrangements have been made and equipment is not knocked down and assembled in the same location as delivery, if time permits, the pickup crew will knockdown and load all equipment at the expense of the Lessee. A knockdown fee will result if equipment is still up.
13. Glassware and Flatware must be returned rinsed and free of food and repacked properly in rack provided or additional charges will be assessed. Special cleaning fees will be charged on BBQ Grills and Cooking Equipment.
14. Table linens are inspected by Lessor prior to delivery to Lessee 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, Lessee will be charged the cost of the linen. Return all linens dry and free of waste.

15. Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty, in Lessor's sole, reasonable judgment. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged goods. Rental Equipment damaged beyond repair will be paid for by Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor or at the Lessor's option by others.
16. Equipment, other than tents, left out in rain/weather is excessively worn. This is not normal wear and tear. A prorated rate of 1/8th of the replacement cost will be charged to the Lessee for equipment left out in the weather.
17. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or disappearance.
18. Lessee agrees to pay Lessor upon demand:
  - i. All rates, charges taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
  - ii. Replacement costs for any loss or disappearance of equipment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "AGREED RETURN DATE" COLUMN of the contract.
- a) b. Lessee authorizes Lessor to bill Lessee's credit card at time of reservation or upon Lessee's receipt of the rented item(s) or upon return of the item(s).
- b) c. If Lessee has directed that charges are billed to a third party, and Lessor agrees to bill that third party, and the third party fails to make prompt payment to Lessor when due, then Lessee promises to pay Lessor on demand. If the Lessee directs charges to be billed to a third party, Lessee represents that he is authorized to give Lessor such direction. Lessee understands that he remains individually responsible for all charges Lessor is to be paid under this contract.
- c) d. One and one half percent (1 ½%) per month (minimum \$5.00) will be charged on any past-due accounts. Lessee shall pay for collection fees, attorneys' fees, court cost costs or any expense involved in the collection of rental charges or other damages to Lessor under terms of the contract. The Lessor, at its own discretion, may revert all charges to the daily rate if invoice is not paid on the due date.
- d) e. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes additional charges or credits to be made to his account and payment by the method used at the time of the reservation, rental or return.
19. Lessee assumes all weather-related risks involved in holding an outdoor tented event. Lessor may endeavor to minimize said risk, however, if the tenting becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, despite any efforts or lack thereof taken or not taken by Lessor, Lessee shall be liable for payment in full of all charges.

20. Lessee agrees to have the site upon which the equipment is to be erected free and clear of all obstacles, natural and man made, 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 for pickup. All non-leased equipment and decorations shall be cleared and taken from site prior to pickup. 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 expenses. Lessee shall be fully responsible for any property damage or personal injury related to use of the equipment rented under this agreement and agrees fully to indemnify Lessor with respect to any claims, including without limitation any legal fees Lessor may deem reasonably appropriate in the enforcement of this clause or the defense of any such claim.
21. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been treated to some extent with waterproofing compound, no tents are guaranteed to be absolutely waterproof and leaks do occur from time to time.
22. Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
23. Lessee agrees to furnish Lessor access to, and the right to use, Lessee's electrical and power lines for installation and operation of the rented equipment.
24. Lessee agrees to have all Underground Facilities in the vicinity of the Equipment installation clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities.