

READ CAREFULLY

1. RECEIPT OF THE LISTED EQUIPMENT IN GOOD ORDER AND REPAIR IS HEREBY ACKNOWLEDGED. It is expressly understood that this is a bailment and is not to be construed as a contract of sale or a conditional sale contract. It is the intent of this contract to rent or lease Equipment only, and title to the rented property is and at all times shall remain in Owner. It is understood and agreed that the Equipment shall remain personal property at all times, notwithstanding the manner of its annexation to realty. The Equipment includes all replacement parts, additions and accessories even if not specifically itemized.
2. The aforementioned Equipment is delivered to Lessee by OWNER IN TRUST, and the Lessee agrees to abide by the following conditions. (1) Equipment is to be used at the address(es) set forth in the contract and at no other address. (2) **Equipment is to be used only by the Lessee or his principal or workmen under the Lessee or his principal who are skilled and experienced in the use and operation of the Equipment and is to be used by no others.** (3) Equipment is rented only for the specific uses and purposes for which the Equipment was manufactured and intended. (4) **Possession or custody of the Equipment is not to be surrendered to anyone other than Owner at its place of business with only exception being previously authorized delivery of the Equipment to a licensed carrier for repair transport to Owner's place of business.** (5) Equipment is to be used only during the period stated. Lessee specifically agrees to return the listed Equipment before expiration of the limiting period, including any extensions granted by Owner and endorsed on this contract. Failure to return Equipment as agreed shall be evidence of a conversion and theft of said property. THEFT AND CONVERSION OF RENTAL PROPERTY ARE PUNISHABLE UNDER THE LAW. Failure to timely return the Equipment shall be sufficient justification for filing of a criminal complaint against Lessee if Equipment is not returned within seventy-two (72) hours of the "Due In" date. (6) **Lessee agrees that in the event any of the Equipment becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly return it to the Lessor. Rent will continue at normal rate and adjustments will be made only if Equipment is returned immediately.** (7) Equipment is for hire at the listed rate without discount and with the understanding that the total amount will be due and shall be paid to Owner at its place of business upon expiration of the rental period stated or upon return of said Equipment.
3. THE LESSEE HEREBY ASSUMES ALL RISK OF LOSS from fire or other casualty of any nature and agrees to indemnify and reimburse Owner for all damage, loss, and charges incidental to any breakage or shortages incurred due to any cause without regard to the question of negligence other than ordinary wear to Equipment. Owner shall have a reasonable amount of time to check for and notify Lessee of Equipment shortages and/or damages. Notice of damage or shortage shall be conclusively given if notice is placed in the United States mails, postage prepaid, addressed to Lessee at the address shown on this contract.
4. Lessee acknowledges that the said Equipment has been inspected and has been found to be safe and in good repair. Accordingly it is expressly understood and agreed that OWNER SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND WHATSOEVER whether to property or person, loss of time, or any other loss arising from the use of or in any way connected with said Equipment or any part thereof from whatever cause arising. Lessee agrees to indemnify Owner FREE AND HARMLESS therefrom.
5. EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS. LIMITATION OF OWNER'S LIABILITY. Lessee is skilled and experienced in the use and operation of the Equipment. Based solely on Lessee's own judgment, Lessee has made the selection of equipment and this decision to lease said Equipment. Lessee has full and sole control over the use and maintenance of equipment during the period of this contract for lease. OWNER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY. The Equipment is leased WHERE IS and with all faults AS IS. Owner shall not be liable for consequential damages and Lessee agrees to indemnify Owner fully.
6. Lessee agrees to pay any and all sales taxes, use taxes and other assessments levied on the Equipment or on account of his lease, other than general personal property taxes.
7. Lessee further agrees to use the equipment for one (1) shift of eight (8) hours per day of twenty-four (24) hours. If Lessee uses the Equipment for more than eight (8) hours in any one twenty-four (24) hour day or more than forty (40) hours in any seven day week, then such additional time is to be paid for by Lessee at 100% of the stated rental rate for each additional shift or any part of a shift. A day's rental on Equipment is constituted by: 1) Monday-Saturday one day expires 24 hours from time of pick up. 2) Saturdays out between 8:00 A.M. and 12:00 P.M. one day rental expires at 8:00 A.M. on Monday. 3) Overtime charges of 1/6 week rate per day, or 1/20 of 4 week rate per day whichever applies.
8. OPERATORS: Lessee shall cause the Equipment to be operated by competent persons only and shall pay all expenses of operations. Lessee shall not permit the Equipment to be used for any purpose for which it was not designed or intended or for it to be neglected or abused and shall avoid subjection of the Equipment to extreme or rough usage.
9. NON-WAIVER. Time is of the essence. Owner's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Owner's rights hereunder are cumulative and are not alternative.
10. If the Lessee fails to perform anything herein required or fails to pay any sum when due or if an attachment is levied against the Equipment or attempted by a creditor of Lessee or if bankruptcy or reorganization proceedings are filed by or against Lessee, the Owner may at its option and without notice enter the premises in which the Equipment or any part thereof is located and without hindrance, directly or indirectly on the part of the Lessee, take possession of the Equipment and the Lessee hereby agrees to pay all expenses including reasonable attorney's fees that may be incurred by Owner in enforcing this agreement or in collecting the rent provided herein or in repossessing the Equipment. A 2% per month service charge will be made on all amounts past due from due date resulting in an annual percentage rate of 24%, plus \$2.50 for each rebilling.
11. Owner shall not be liable to Lessee in any event for any loss, delay, or damages of any kind or character resulting in defects in or inefficiency of the leased property or accidental breakage thereof.
12. Lessee agrees to keep the equipment during the full lease period in Lessee's custody and control at the place specified herein and not remove, sublease or re-rent the Equipment without prior written consent of the Owner. Equipment must be returned to Lessor during business hours. Equipment will be checked for shortage and conditions. Pick up receipt does not constitute a clearance to Lessee. In the event the goods are not returned during Owner's regular business hours, Lessee agrees to pay for any damage to or loss of the goods occurring between the time of return and the commencement of Owner's next business day.
13. Equipment not returned due to mysterious disappearance or theft from Lessee will be charged at replacement cost plus rent due.
14. Lessee agrees to keep equipment locked or guarded when not in use.
15. **WARNING: 40-4-402: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY IS A CLASS 5 FELONY UNLESS THE VALUE OF THE PROPERTY IS UNDER ONE HUNDRED DOLLARS, IN WHICH CASE IT IS A CLASS 3 MISDEMEANOR.**
16. 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.
17. DAMAGE TO BUMPERS. Dealer is not liable for damage to Customer's bumper or automobile done by detachable hitches, towbars or other detachable equipment.
18. 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:
WARRANTIES. Lessor 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 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.
19. **DELIVERY/PICK UP.** 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. On pick up where no prior arrangements have been made and equipment is not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one day rental. A knock down fee will result if equipment is still up.
20. **CLEANING.** China, Glassware, and Flatware must be returned washed, cleaned and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.
21. **DIRTY, OR DAMAGED EQUIPMENT.** 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. Accrued rental charges cannot be applied against the purchase or cost of repair or 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.
22. **COLLECTION COSTS.** The Lessee agrees to pay all reasonable collection attorney's and court fees and other expenses involved in the collection of charges or enforcement of the Lessor's rights under this contract.
23. **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 tenting 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 charges.
24. **PREPARATION OF SITE.** 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 our arrival. All non-leased equipment and decorations 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.
25. **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.
26. **COOKING UNDER TENTS.** 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.
27. **UNDERGROUND FACILITIES.** 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. To identify Underground Facilities, Lessee must call one week prior to installation.

DAMAGE WAIVER: By accepting DAMAGE WAIVER, Lessor and Lessee agree that Lessor waives any claim against Lessee for direct physical damage to the leased Equipment from any external cause, EXCEPT AS FOLLOWS:

(a) Loss of accessories such as air hose, tool steel, electrical cord, blades, welding cable, liquid fuel tanks, and other similar items. (b) Loss or damage resulting from overloading or exceeding the rated capacity of Equipment. (c) Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current. (d) Damage to tires and tubes caused by blowout, bruises, cuts or other cause inherent in the use of Equipment. (e) Loss or damage resulting from lack of lubrication or other normal servicing of Equipment. (f) Loss due to theft, mysterious disappearance, or shortages disclosed in inventory. (g) Loss or damage caused by infidelity of Lessee, his principal, his employees, or persons to whom the Equipment is entrusted. (h) Use of Equipment in violation of any of the terms of this agreement. (i) Loss of damage caused by improper connection, misuse of Equipment, or by Lessee's negligence. (j) Collision damage to trailers exceeding \$250.00.