For the purpose of this Rental Agreement, “Rental Center” shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and “Customer” shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein the “rental items or 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 or damage. Customer agrees to hold harmless Rental Center from and against all actions, suits, claims, losses, expenses, costs, fees and/or liabilities of every kind and nature, including, but not limited to, injuries to or death of persons and damage to property, arising out of the use, maintenance, operation, 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 that 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 and against all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and Customer further agrees to waive, release and discharge any and all claims for injury or damage against Rental Center which Customer otherwise may be entitled to assert.

3. 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, alter or cover such notice. Customer warrants that it is express or 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.

4. 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.

5. 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.

6. STOREBAGS. Rental Agreement entitles Customer to one storebag for each rental item while the items are on the premises of Rental Center. Customer is responsible for returning the storebags in the same condition on pick up as they were in upon delivery. Customer agrees to return the storebags with all contents as per the terms and conditions. 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.

7. HOLD HARMLESS AGREEMENT. Customer shall defend, indemnify and hold harmless Rental Center 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.

8. 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.

9. ASSIGNMENTS, SUBLICENSES 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 person or entity assuming this agreement is responsible for all items.

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 set up the Equipment for 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 premises.

12. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS. Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees to be liable for all costs involved for any delay, additional rental, and all costs including collection and legal expense.

13. 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 required, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are 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 rental items are still up.

14. CLEANING. China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes 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.

15. LINENS. Table linens are inspected prior to pick up 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, you will be charged the cost of the linen and keep same as though it were a return. Rent all linens dry and free of waste.

16. CLEANING. China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes 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.

17. DAMAGED OR MALFUNCTIONING 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 also agrees to pay a reasonable cleaning charge for all items and rental items 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 Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by Rental Center, or at the Rental Center’s option.

18. DAMAGE WAIVER. If accepted by Customer, Rental Center agrees, in consideration of an additional charge of 10% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 [Dirty or Damaged Equipment]. For Damage Waiver Charge provided the Customer takes reasonable precautions to protect rental items. 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 theft of 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. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSEE A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN. The Customer may decline Damage Waiver charge by making a cash deposit equal to full value of rental items.

19. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney’s fees and court costs in such action, or proceeding, in an amount to be determined by the court.

20. 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.

21. PREPARATION OF SITE. Customer 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. 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.

22. 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. Customer agrees to allow a lien to be placed upon the rental items.

23. UNDERGROUND FACILITIES. Customer agrees to have all Underground Facilities, in the vicinity of this Rental Agreement it is agreed as follows:

24. 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 provision.