

**PLEASE READ NOW!**  
**WE CHARGE FOR TIME OUT NOT TIME USED**  
**TERMS AND CONDITIONS OF RENTAL**

1. **RENTAL DURATION.** Our normal rental day is a 24 hour period. However we will allow time for customer pick-up and return and special considerations will be allowed for special events. The exact terms will be established at the time of the rental and these terms will appear on the rental contract. Any merchandise kept for longer than specified will be charged according to the following schedule. Overdue rentals will be charged at 1/2 the day rate for each additional day that the merchandise is kept. Long term rental rates shall be established prior to the beginning of the rental.

2. **CANCELLATIONS.** All cancelled rental and/or merchandise orders shall be subject to a handling charge and/or cancellation charge as determined by Rental Store, or retention of the deposit, as liquidated damages and reimbursement of all expenses and losses incurred or suffered as the result of the customer's failure to complete the contract as provided for under the terms of Paragraph 10.

3. **RECEIPT INSPECTION OF RENTAL ITEMS.** Customer hires or purchases the items on an "as is" basis. No representation or warranties are made, expressed or implied, of any kind, including, but not limited to, merchantable or fitness of purposes or use of the items leased or purchased or that the use of said items are in compliance with or its use permitted under any governmental ordinance, regulation or law. Customer acknowledges that he personally inspected the items prior to its leaving Rental Store (regardless of point of delivery) and finds it suitable for his/her needs. Customer acknowledges receipt of all items listed in the agreement in good working order and repair and that he/she understands its proper operation and use without further instruction regarding operational use from Rental Store.

4. **EQUIPMENT.** If equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify Rental Store who will replace the equipment with similar equipment in good working order, if available. Rental Store is not responsible for any incidental or consequential damages caused by delay or otherwise.

5. **ORDINARY WEAR AND TEAR.** Customer agrees to pay for any damage or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Rental Store. Customer also agrees to pay a reasonable cleaning charge, as determined by the Rental Store, for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost or 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 customer, whether performed by Rental Store, or, at Rental Stores option, by others.

6. **DAMAGE WAIVER.** Customer agrees, in consideration of an additional charge as listed on the face of this contract, to modify the responsibilities of customer created in paragraph 5 regarding equipment damaged while in customer's possession or control. Notwithstanding paragraph 5 above, customer 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 customers neglect or misuse; (c) Loss by willful neglect or abuse; (d) Mysterious or unexplained loss; (f) Damage waiver does not cover Linen. **THEFT:** Customer agrees to furnish Rental Store with a police report on all damage to which this damage waiver modification applies. Customer is required to return damaged equipment or pieces whether still useful or not.

7. **TITLE.** Title to the rented property is and at all times shall remain with the Rental Store. Only the parties hereto and those other persons whose names are listed on the reverse side, are authorized to use the property and customer will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the expressed consent of the Rental Store.

8. **HOLD HARMLESS/INSURANCE.** Customer agrees to assume the risk of, and hold Rental Store harmless for property damage and personal injuries caused by the equipment and/or arising out of customer's negligence. Customer shall provide, at customer's cost, insurance coverage which protects Rental Store from all claims of whatever nature brought by agents and employees of Lessee and by all third parties.

9. **ACCIDENTS.** In the event of any accident resulting in property damage or bodily injury resulting in property damage or bodily injury arising from use of the item while it is in customer's possession, customer hereby expressly agrees to assume responsibility for himself, his own employees, agents and assigns negligence and agrees to indemnify, defend and hold Rental Store harmless from any claim or action arising therefrom, including any cost and attorney's fees incurred in connection therewith. Customer agrees to notify Rental Store immediately in case of any accident and to obtain the names, addresses, phone numbers and other pertinent information from all parties involved and all witnesses.

10. **DEPOSITS AND SECURITY.** Any security or reservation deposit held by Rental Store shall be held as liquidated damages in the event of default herein. If Customer for any reason defaults or cancels the agreement, the deposit can be retained as liquidated damages and Rental Store shall be reimbursed for all expenses and losses incurred or suffered as the result of the Customer's failure to complete the agreement. Customer acknowledges that one of the purposes and intent

of the deposit is to secure and guarantee complete performance of customer's obligations under the contract. Deposit will be returned to the customer providing the merchandise is returned in the proper conditions and on time. On rental items only, the deposit will be returned to the Customer providing the merchandise is returned in the proper conditions and on time, or in the event of the sale of merchandise, the deposit shall be applied to the balance of the purchase price.

11. **DELIVERY AND PICK-UP.** Delivery and pick-up will be at Rental Store's convenience. Delivery and pick-up will be to ground level only. There is an additional charge for delivery or pick-up if up or down stairs. Delivery must be made to, and equipment kept, in a sheltered location protected from the elements. Chairs and tables will be delivered stacked and/or bagged. They must be stacked and bagged for pick-up. There is an additional charge for set up and knock down. Dinnerware must be returned clean. If equipment is unavailable for pick-up at the agreed time, customer agrees to pay a service charge of \$15.00 plus any additional rental charges incurred. Rental Store's drivers will make every effort to make themselves heard at the front door. Responsibility for failure to hear driver because of loud radios, remoteness of customer from front door or any other reason rests upon the customer. It is customer's responsibility to maintain the delivery and pick-up times agreed upon in order to assure the availability of equipment. If customer authorizes any other person (such as neighbor or employee) to make equipment available for pick-up, customer will be responsible if such person fails to do so.

12. **ADDITIONAL TERMS.** No equipment may be dismantled or moved to another location unless Rental Store gives specific consent. Customer will be charged a service charge of \$15.00 plus \$1.00 per mile each way if pick-up of equipment is from a location other than the location to which it was delivered unless Rental Store waives the charge at the time of consenting to the transfer. Terms on approved commercial open accounts are net 30 days. A carrying charge of 1 1/2% per month (annual rate of 18%) will be charged on all overdue accounts. Customer agrees to pay all reasonable collection, attorneys and courts and other expenses involved in the collection of the charges enforcement of Rental Store's rights under this contract. Upon failure to pay rent or other breach of this contract, Rental Store may terminate this contract and take possession of and remove the goods from wherever they are and Rental Store and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods. Customer acknowledges that (s)he is not the agent of the Rental Store for any purposes. Customer agrees that the Rental Store is neither the manufacturer of the goods nor the agent of the manufacturer. 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. Customer agrees to indemnify and reimburse Rental Store for all liabilities to customer, his agent or third parties, arising out of the use for the goods or a breach of this contract by customer, including those arising from Rental Store's negligence.

13. **TENTING.** All tents have been treated for water repellency but cannot be guaranteed to be absolutely waterproof. Rental Store does not guarantee any fabric not to crack, fade, shrink or tear. Customer shall provide unobstructed space for the placement, assembly, erection and disassembling of rented equipment. Rental Store shall have the right to charge a related, reasonable sum, as determined by Rental Store, for undisclosed subsurface conditions. All necessary surface repairs after the lease shall be the responsibility of the customer. Rental Store will not be responsible for damage to overhead or underground wires, sprinkler systems, septic tanks or any other underground or hidden obstruction. Customer will hold harmless Rental Store any damage while at location. Customer grants to Rental Store 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 purposes of erecting and installing the leased equipment and further grants to Rental Store the privilege of removing the leased equipment. No representation or warranties are made, express or implied of any kind, including but not limited to merchantable or fitness of purposes or use of the tent leased or purchased or that the use of said tent is in compliance with or its use permitted under by any governmental ordinance, regulation or law. Customer grants to Rental Store the privilege of using customer's power lines for the purpose of installation and lighting. Customer shall, prior to installation, provide at customer's cost all necessary permits, licenses and other consent. The Customer's failure to obtain or delay in obtaining same shall not delay or release Customer of its obligation to pay rental charges or purchase price, whichever is applicable.

14. **WAITING TIME.** Customer shall be charged for waiting time which is occasionally customer's neglect or delay.

15. **CUSTOMER'S RIGHTS.** Customer's rights 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.

16. In the event that any of the terms and conditions of this contract is inconsistent with the terms of the customer's purchase order, then the terms of this contract shall control.

17. Rental Company has the right to offer a replacement date in lieu of retaining a deposit by reason of customer's cancellation of a Skytracker rental.