

## LEASE AGREEMENT - 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. TITLE AND OWNERSHIP.** 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 expressed written permission of Lessor.

**2. INSPECTION.** Lessee acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his 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. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. Lessor will repair or replace the equipment with similar equipment 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.

**4. 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 Lessee's 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 Lessee.

**5. INDEMNIFICATION.** Lessee agrees to assume the risks of, and hold Lessor harmless for, property damage and personal injuries, including death and dismemberment, caused by the equipment, and/or arising out of Lessor's negligence.

Lessee shall indemnify and defend Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fees which (1) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees of Lessee), and (2) Are caused by, or claimed to be caused, in whole or in part by the equipment leased herein or by the liability or conduct (including active, passive, primary or secondary) of Lessor, its agents or employees, or anyone for whose acts any of them may be liable. The parties agree that Lessor shall only be liable or responsible for damages or claims that are caused by gross negligence or willful, wanton or intentional misconduct of the Lessor.

Lessee shall, at its own cost or expense, defend Lessor against all suits or proceedings commenced by anyone in which Lessor is a named party for which Lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by Lessor, and Lessee shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming Lessor as a party, Lessor may elect to defend such action on its own behalf and Lessee agrees that it shall be liable for all costs, expenses and attorney's fees incurred by Lessor in such defense.

The parties agree that in no event shall Lessee's liability for indemnification hereunder exceed \$500,000.00.

**6. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited and considered a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than Lessee or his employees, without Lessor's written permission. (e) Use at any location other than the address furnished Lessor without Lessor's written permission. (Does not apply to mobile equipment.)

**7. TIME OF RETURN.** Lessee 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 of the essence in this agreement. Any extension must, at Lessor's election, be mutually agreed upon in writing.

**8. TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

**9. REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damages or trespass arising out of the removal of the goods.

**10. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** 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.

**11. LATE RETURN.** Lessee agrees to return the rented goods during Lessor's regular store hours, upon expiration of the rental period ("Due In" date & time). Lessee agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

**12. RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all the equipment 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 to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee, Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.

**13. INSPECTION BY LESSOR.** 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.

**14. PERMITS AND LICENSES.** Lessee shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.

**15. DELIVERY/PICKUP.** 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.

**16. CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on all Equipment as determined by Lessor.

**17. LINENS.** Table linens are inspected prior to pick up and 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 sale. Return all linens dry and free of waste.

**18. 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 or repairs will be borne by the Lessee, whether performed by Lessor, or at the Lessor's option by others.

**19. DAMAGE WAIVER.** If accepted by Lessee, Lessor agrees, in consideration of an additional charge to modify the responsibilities of Lessee created in paragraph 18 (Dirty or Damaged Equipment). For Damage Waiver Charge provided the Lessee takes reasonable precautions to protect equipment. The Lessor assumes risk of damage to equipment, except the following risks assumed by the Lessee: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory equipment such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with equipment. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Lessee. In this 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 PLAN. The Lessee may decline Damage Waiver charge by making a cash deposit equal to full value of equipment.

**20. THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

**21. 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.

**22. SEVERABILITY.** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

**23. LOADING AND UNLOADING EQUIPMENT.** Lessee is responsible for loading and unloading equipment. If Lessor's employees assist in loading or unloading the equipment, Lessee agrees to assume the risk of, and hold Lessor and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Lessor.

**24. PROPERTY DAMAGE.** Not responsible for damage to driveways, lawns, sprinkler systems, gardens, septic tanks, and/or flower beds as result of on the job deliveries.

**25. WEATHER RELATED RISKS.** Lessee assumes all weather related risks involved in holding an outdoor event. Lessor will endeavor to minimize said risk, however, should the 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 charges.

**26. PREPARATION OF SITE.** Lessee agrees to have the site upon which the equipment is to be erected, free and clear of 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 the 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.

**27. 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 weatherproof, and are to be considered temporary shade structures.

**28. 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 tents due to cooking processes under or near tent structure.

**29. ELECTRIC POWER AND LIGHTING.** Lessee agrees to furnish Lessor access to, and the right to use Lessee's electrical and power lines for the installation and operation of the rented equipment.

**30. 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. Prior to any digging, call #811 or 1-800-242-1776.

**31. SECURING EQUIPMENT.** Lessee is responsible for securing equipment to their vehicle/trailer. Any damage resulting from Equipment not secured correctly is the Lessee's responsibility.

**"AS-IS" SALE - WARRANTY DISCLAIMER** - The buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "AS IS" and "WITH ALL FAULTS" basis.