

## 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.

## 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.

## Replacement of Malfunctioning Equipment

If the equipment becomes unsafe or in disrepair for any reason, the 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 an incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.

## 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.

## Hold Harmless Agreement

Lessee shall defend, indemnify and hold harmless Rent-All City, Inc., its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee, Lessee's employees and agent of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rent-All City, Inc., in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

## 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.

## 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 Lessors written permission. Any purported assignment by the Lessee is void.

## 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 the 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.

## 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.

## 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.

## 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, a knock down fee will be assessed.

## Cleaning

China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. A cleaning fee will be charged on BBQ grills and cooking equipment returned with food particles, grease, or cooking oil.

## 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.

## 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.

## Damage Waiver

If accepted by Lessee, Lessor agrees, in consideration of an additional charge of 10% of the gross rental charges, to modify the responsibilities of Lessee created in paragraph 14 (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 the Lessee. In this instance the Lessor reserves the right to collect from person or company causing damage. THE LESSEE UNDERSTANDS THAT THE 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 the required deposit.

## 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.

## 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.

## 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

## 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 manmade, 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.

## Material

All tents are subject to stretching and retracting 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.

## 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 clearing expense to tent tops due to cooking processes under or near tents.

## 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.

### 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.

### Payment

All rentals are cash in advance. Full payment is due on delivery or at time of customer pick up.

Lessee shall pay the contract price, plus additions thereto as may be agreed upon or are chargeable pursuant to the terms within the period specified herein. If the balance due is not paid when due, an amount equal to 1 1/2% (18% annually) of the outstanding balance due shall be charged every month thereafter until final payment is made by Lessee. In the event that the Lessee has directed that the leased charges hereunder be billed to another person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay such lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. Any check returned for non-payment will incur a minimum charge of \$25.00 and a maximum not to exceed \$40.00 or 5% of the face value whichever is greater, pursuant to FL Statute 832.

### Deposit Policy

A reservation deposit is required on all reservations to secure the equipment for your use. This deposit, 25-50% of the rental total, depending on the items and time of year, is completely refundable if the order is cancelled within 30 days of the order date. After that, refunds are at Rent-All City, Inc., discretion. No refund will be made for orders cancelled less than 48 hours prior to order date. Additionally, Rent-All City, Inc., reserves the right to charge the full amount of the order if cancellation occurs on the day of the order, or upon delivery.