

TERMS & CONDITIONS OF RENTAL

RENTAL PERIOD. In addition to the amounts coming due under any other provision(s) of this Contract, You agree to pay Us the Rent without reduction or setoff, for the period commencing upon the Time Out and continuing without interruption until the Actual Time In. If You fail to return any Equipment when it is Due In, You will continue to pay us Rent. If you desire to extend the Term of the Rental Contract beyond the original rental period, you must notify us immediately to obtain our approval.

CANCELLATION. Certain Contracts may be able to be cancelled (except those without nonrefundable deposit) without further obligation by delivering to Us written notice of such cancellation at any time before the 2 days prior to your scheduled delivery or pickup date (the "Cancellation Deadline"). If You cancel this Contract after the Cancellation Deadline, You agree to pay us up to 100% of the total anticipated Rent based on the Estimate (the "Cancellation Charge"). You expressly authorize Us to charge the Cancellation Charge to any credit card You provide to Us.

COUNTS. At least 2 days prior to the date scheduled for Your delivery or pickup, You will provide Us a final written inventory of all Rented Items You require (the "inventory"), which inventory will reflect a reduction of no more than 10% from the Estimate. If We have not received the Inventory as of 5:00 p.m. local time on the Inventory Date, the amount(s) of Rented Items reflected in the Estimate will be deemed final. We will invoice You for 100% of the anticipated Rent and other charges due hereunder of the Inventory Date.

PREPAYMENT. Payment of up to 100% of the anticipated Rent and other charges hereunder ("Prepayment") may be required. Certain items require non-refundable deposits.

RECEIPT/INSPECTION OF RENTED ITEMS. You acknowledge that you have received, inspected, examined and accepted the Rented Items, and that, as delivered to You, each is reasonably clean, in good operating condition and repair and otherwise in all ways acceptable to You.

SAFETY INSTRUCTIONS. You acknowledge that You have received, carefully reviewed and are satisfied with, the training and instructions. **USE OF THE RENTED TIMES FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE OR CONTINUED USE OF ANY RENTED ITEM THAT IS DEFECTIVE, DAMAGED OR MALFUNCTIONING, MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH.** Accordingly, You agree to immediately discontinue use of any Rented Item found to be defective, in need of repair or maintenance, or otherwise not properly functioning (an "Equipment Failure").

LOADING AND UNLOADING. You are responsible for loading and unloading of the Rented Items, unless We deliver the Rented items to the Site. If We do not provide delivery, **YOU ASSUME THE RISK OF DAMAGE OR INJURY AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US) FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES) ARISING FROM OR RELATED TO LOADING AND UNLOADING.**

CARE OF RENTED ITEMS. You agree to protect the Rented Items from misuse, abuse, overuse and neglect and ensure that they remain in good condition and are protected from the elements at all times prior to retrieval by Our employees. You are the insurer of the Rented Items, meaning that You bear all risk of loss, theft, damage or destruction, regardless of cause (Ordinary Wear and Tear excepted). In addition, You agree to:

- (a) rinse and properly repackage all Rented Items prior to return to us;
- (b) pay a reasonable charge for cleaning any Rented Items returned dirty; and
- (c) pay all other costs associated with returning (to the condition required in this Contract), or if necessary, replacing (which will include payment of full replacement cost, including without limitation, all packing, shipping and handling charges) any Rented Items not returned in the condition required by this Contract. Accrued Rent will not be applied against the purchase or replacement of lost, stolen, damaged or destroyed Rented Items.

LINENS. If linens are included in the Rented Items. You agree to return them dry and free of damage, mildew, stains, burns, dirt and debris. **DAMP LINENS SHOULD NOT BE ROLLED OR PLACED IN BAGS, AS MILDEW WILL RESULT.** You agree to pay the full replacement cost (including without limitation, all ordering, packing, shipping and handling charges) of any linens not returned or returned mildewed, damaged, permanently stained, burned or otherwise rendered unusable. RENT previously PAID will not be applied against the above referenced charges (and RENT will continue to accrue during all repairs and replacement period.)

RETURN OF RENTED ITEMS. You agree to return the Rented Items to Us during Our normal business hours at or before the end of the Term, or if We agree to retrieve the Rented Items, make them available for retrieval in a reasonably safe, dry and secure location. Nonetheless, We may terminate this rental at any time by written notice to You and/or by retaking possession or control of the Rented Items in the event You breach one or more of the terms of this contract or threaten to do so.

ORDINARY WEAR AND TEAR. "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Rented Items in accordance with the terms of this Contract, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which you will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, non-standard use, and with respect to linens, burns, permanent stains, tears and split seams as well as any other improper use, misuse, abuse, neglect, accident and intentional damage.

LOSS OR DAMAGE. You are the insurer of the Rented Items during the Term. If you decline the Damage Waiver Coverage (and subject to its terms if you accept it), You bear all risk of damage or destruction, regardless of cause (Ordinary Wear and Tear excepted). If any Rented Item is lost, stolen, damaged or destroyed during the Term, whether or not Your fault, **You will notify Us immediately**, and You will pay Us (a) the retail value of the parts and labor necessary to repair the Rented Item if damaged, or (b) its replacement cost if lost, stolen, destroyed or damaged beyond Our reasonable ability to repair it; and in either case, all packing, shipping, handling, storage and other associated costs. Rent previously paid will not be applied against the above-referenced charges. **[And Rent will continue to accrue during all repair and replacement periods].**

REPAIR AND/OR REPLACEMENT. If any Rented Item proves inoperable or defective, malfunctions, becomes unsafe or otherwise fails to function in accordance with the manufacturer's specifications, You agree to immediately discontinue using it and notify Us within one (1) hour. Failure to notify Us promptly will result in Your being charged for all Time Out. If You do so and immediately return the Rented Item to Us, We will, at Our option: (a) promptly repair the Rented item; (b) provide You with a reasonably similar replacement Rented Item, if available; (c) make a similar item available to You as soon as it becomes reasonably available to Us; or (d) cancel this Contract; and adjust the Rent. **You agree that the foregoing will constitute Your exclusive remedy for malfunctions, and that We will have no obligation other than as set forth in this Paragraph with respect to any Rented Item that fails to function properly. YOU WILL NOT BE ENTITLED TO COLLECT FROM US, AND YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST US FOR ANY DAMAGE, LOSS OR EXPENSE YOU MAY INCUR AS A RESULT OF THE FAILURE OR MALFUNCTION OF ANY RENTED ITEM, INCLUDING WITHOUT LIMITATION, LOST TIME, LOST PROFITS, COST OF COVER (OBTAINING A REPLACEMENT ITEM AND/OR PERFORMANCE FROM ANOTHER SOURCE), INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES.**

POSSESSION/TITLE. We own the Rented Items, and title in and to all of them will remain Ours at all times.

AMUSEMENTS. AMUSEMENT RENTAL ITEMS ARE INHERENTLY DANGEROUS AND SHOULD BE USED WITH GREAT CARE.

WARRANTY WAIVER. THE RENTED ITEMS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE), NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, THAT THE RENTED ITEMS ARE FIT FOR YOUR INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT THEY ARE FREE FROM DEFECTS (LATENT OR PATENT). NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE RENTED ITEMS EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE RENTED ITEMS. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE RENTED ITEMS IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.

WARNING REGARDING CRIMINAL CONVERSION. NOTICE: THE USE OF FALSE OR FICTITIOUS IDENTIFICATION TO OBTAIN RENTAL PROPERTY, THE FAILURE TO RETURN RENTAL PROPERTY OR THE FAILURE TO PAY FOR ITS USE, IS A CRIME AND MAY RESULT IN CRIMINAL PROSECUTION.

INTEGRATION. This Contract represents the entire agreement between You and Us and **cannot be modified by oral agreement.** There are no oral or other representations, warranties or agreements not included in this Contract. You acknowledge that **this Contract may be amended only in a writing signed by both You and Us.**

DAMAGE WAIVER. If accepted, relieves renter of liability for ACCIDENTAL damage to the rented item(s). We exclude from the waiver any loss or damage due to misuse, abuse, intentional damage, theft, theft by conversion or any loss due to renter's failure to care for the rental item(s).