In consideration of hiring the rental items (hereinafter referred to as "rental items" or "items") as described on the front of this contract, it is agreed as follows:

1. **WARNING.** The use of false or fictitious identification to obtain the rental items or the failure to return the items upon the expiration of this contract may be considered a theft, resulting in criminal prosecution. Payment for rental items through the issuance of a check without sufficient money or credit will result in additional service charges [$25 plus interest at the rate of 1 1/2% per month (18% annual rate) until paid] and be subject to suit for troubled damages and/or criminal prosecution.

2. **LOCATION OF RENTAL ITEMS.** The customer shall not move the rental items from the address the customer has represented such items were to be used without first notifying Special Event Party Rentals and providing the owner's name, address, and telephone number for the new location.

3. **RENTAL PERIOD/RATE/PAYMENT.** Unless a longer or shorter period is specified on the reverse side of this contract, our standard rental period extends from the time of delivery, during business hours, until closing time the following day. The customer is responsible for knowing the business hours each day. Rental charges end upon the return of of the rental items to Special Event Party Rentals in an acceptable condition. If the rental items are returned prior to the end of the contracted rental period, the rental charges shall still be for the entire contracted rental period.

4. **SET UP/TAKE DOWN/SPECIAL SERVICES.** Unless specified in writing on your contract, Special Event Party Rentals does not furnish set up and take down personnel, cleaning, on site maintenance, and/or other additional services with your rental items. These services may be contracted for in advance for an additional fee.

5. **RETURN OF EQUIPMENT.** The customer agrees to have the rental items (including any transport containers provided) in Special Event Party Rentals possession during regular business hours on the agreed upon "return date" in as good a condition as when such items were delivered, ordinary wear and tear excepted.

6. **ORDINARY WEAR AND TEAR/RESPONSIBILITY FOR DAMAGE.** Ordinary wear and tear shall mean only the normal very gradual deterioration of rental items caused by the ordinary, reasonable, and proper use of the rental items. The customer shall be responsible for all damages to the rental items not caused by ordinary wear and tear until the rental items are returned to the possession of Special Event Party Rentals. This includes damages or loss due to loading, unloading, transport, fire, theft, exposure to inclement weather (wind, rain, snow, water, etc.) or by any other hazard regardless of cause or fault including "Acts of God". Special Event Party Rentals shall inspect the rental items for damage upon return of such items from the customer. In the event that damage is discovered, Special Event Party Rentals may, at its sole option, refuse to accept the damaged rental items, and the customer will be liable for repair or replacement of such items, at the customer's sole cost and expense. The customer is responsible for the full retail replacement cost of any rental items lost, not returned, or damaged beyond a repair level acceptable to Special Event Party Rentals. These charges are in addition to any rental charges incurred.

7. **CLEANING CHARGES.** All equipment must be returned reasonably clean. Food service items must be rinsed free of food and placed in their original containers. A fee of not less than 20% will be added for all items returned dirty. This fee may be more for specific rental items if so noted in writing on the front of your contract.

8. **LATE RETURNS (PICKUPS).** Rental charges are for time out, whether used or not. Late fees are charged at 50% of the rental total or $5 whichever is more, per day late. Late rental charges are due with the return (pick-up) of the equipment, or earlier if demanded. At its discretion Special Event Party Rentals may report the rental property stolen if not released to us for pick-up within five(5) days after the latest agreed upon return date - or prior to this time if circumstances indicate theft. Balances not paid with the return of the rental equipment shall accrue interest at the rate of 1 1/2% per month (18% annual rate).

9. **POSSESSION/TITLE.** The customer's right to possession of the rental items terminates on the date due back/pick-up date indicated on the front of this contract. Retention of possession after this date constitutes a material breach of this contract. Title to the rental items is and shall remain in Special Event Party Rentals possession. If the property is not relinquished by the date due back, or is levied upon by reason of execution, garnishment, or attachment, or for any reason whatsoever, Special Event Party Rentals may retake the property without notice or further legal process. This includes the right to enter private property to retake rental items.

10. **RECEIPT/INSPECTION OF RENTAL ITEMS.** The customer hires the rental items on an "as is" basis. The customer expressly acknowledges that he/she has personally inspected the rental items prior to accepting delivery (regardless of point of delivery) and finds the rental items suitable for his/her needs. The customer acknowledges receipt of all rental items in this contract in good working order and in good repair, and that the customer understands the proper operation and use of such rental items without further instructions regarding the operation and use from Special Event Party Rentals, its agents, employees and/or representatives (hereinafter referred to collectively as "Special Event Party Rentals").

11. **DUTY TO INSPECT RENTAL ITEMS.** The customer agrees to visually inspect the rental items at least daily. If a rental item becomes unsafe or requires repair, the customer shall discontinue use of the item and immediately notify Special Event Party Rentals. The customer shall not attempt to undertake any repair of the items without written permission from Special Event Party Rentals. The customer acknowledges that Special Event Party Rentals has no responsiblity to inspect the rental items while such items are in the customer's possession (see contract item #4 above).

12. **USE OF RENTAL ITEMS.** The customer agrees not to allow any person who is not qualified to operate or use the rental items. The customer shall not allow any person to use or operate any rental item when such item is in need of repair or when any item is in an unsafe condition or situation. The customer shall not allow any person to modify, misuse, harm, or abuse the rental items.

13. **DISCLAIMER OF WARRANTIES.** Special Event Party Rentals makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental items are fit for customer's particular intended use, or that the rental items are free from any latent defects. Special Event Party Rentals shall not be responsible to the customer or to any third party for any loss, damage, or injury caused by, resulting from, or in any way attributable to the operation of, any failure of the rental items. Special Event Party Rentals shall not be responsible for any de-fect or failure unknown to Special Event Party Rentals. **The customer's sole remedy for any failure or defect in the rental items shall be the prorated termination of the rental charges from the time the customer notifies Special Event Party Rentals of the prob-lem.** Any such termination or reduction of rental charges shall be subject to verification of the malfunction/defect by Special Event Party Rentals.

14. **COMPLIANCE WITH LAWS.** The customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner. The customer acknow-ledges that Special Event Party Rentals has no physical control over the manner of use of the rental items. The customer agrees at his/her sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the rental items during the rental period. The customer fur-ther agrees to pay all licenses, fees, permits, or taxes arising from the customer's use of the rental items including any subsequently determined to be due as a result of an audit.

15. **SUBLETTING.** The customer agrees not to sublet, loan, or assign the rental items.

16. **HOLD HARMLESS/INDEMNIFICATION/ACCIDENTS/REPORTING.** The customer agrees to indemnify and hold harmless Special Event Party Rentals against all loss, damage, expense, and penalty arising from any action because of injury to himself or other person and/or damage to property of himself or other person/entity that may result from the transportation, operation, use, or misuse of the rental items during the rental period or while the property is in his/her possession. The customer agrees to notify Special Event Party Rentals immediately in the event of any accident and to obtain the names, addresses, telephone numbers, and other pertinent information from all parties involved amd from all witnesses.

17. **INSURANCE.** The customer is responsible for providing their own property and liability insurance on rental equipment while it is in their possession.

18. **BREACH OF CONTRACT.** Should the customer in any way fail to observe or comply with any provision of this contract, Special Event Party Rentals may, at its sole option, exercise any or all of the following remedies:

    (a) Termination of this contract.

    (b) Retake the rental items without further notice.

    (c) Declare any outstanding rent and charges due and payable and initiate legal proceedings to recover the monies.

    (d) Pursue any or all remedies available to Special Event Party Rentals. Exercise of any remedy available to Special Event Party Rentals shall constitute an election of remedies or a waiver of any additional remedies to which Special Event Party Rentals may be entitled.

19. **EXTENSION OF CONTRACT.** Any extension of this contract must be agreed upon in writing and accompanied by payment of rental charges for the extended period.

20. **ADDENDUMS.** The rental of certain types of equipment may require more contract terms than space on this page permits. Additional contract terms to be included as part of this contract will be specifically listed in writing on the front page of this contract under "Contract Addendum".

21. **NOTICE OF NON-WAIVER.** Any failure of Special Event Party Rentals to insist upon strict performance by the customer as regards any provision of this contract shall not be interpreted as a waiver of Special Event Party Rentals' right to demand strict compliance with all other provisions of this contract from the customer or any other person.

22. **SEVERABILITY.** The provisions of this contract shall be severable so that the unenforceability, in validity, or waiver of any provision of this contract shall not affect or invalidate any other provision.

23. **ATTORNEY'S FEES.** The customer shall pay all collection fees, court costs, attorney's fees, or any other expenses required to enforce the terms and conditions of this contract. If Special Events Party Rentals shall be made a party to any litigation commenced by or against the customer, the customer shall pay all costs, expenses, and attorney's fees incurred by Special Event Party Rentals in connection with such litigation, except in the event that such litigation shall determine that Special Event Party Rentals has committed a breach of this contract and shall adjudicate that Special Event Party Rentals is liable for such costs, expenses, and attorney's fees or some portion thereof.

24. **CANCELATION.** If an order is canceled within seven (7) days, the total amount of the deposit is **NON-REFUNDABLE.** Cancellation before seven (7) days, non-deductible amount is ten (10) percent.