

Classic Tents & Events, LLC, (Lessor) hereby agrees to lease to Lessee the rental equipment described on the face of this agreement or in attached schedules in accordance with the following:

1. **DEPOSIT/PAYMENT/CANCELLATION PENALTIES.** A 50% non-refundable deposit is due at signing. The remainder is due upon delivery/installation of specified equipment. Any cancellation of this agreement by Lessee must be in writing and will be effective only upon actual receipt by Lessor; Lessee is responsible for 75% of the total if the equipment has been loaded, 80% if the equipment has been delivered and 100% if notice of cancellation by lessee is received by lessor after the equipment has been set-up.
2. **ADDITIONAL ITEMS.** If Lessee orders additional items less than 48 hours from the scheduled installation time, a 35% surcharge on materials and labor will be added to the total amount due. If Lessor is requested to make extra trip (s), Lessee shall pay Lessor's standard rate for labor and mileage.
3. **INSPECTION/ORDER CHECK BY LESSEE.** Lessee acknowledges that it has had an opportunity to personally inspect the equipment and finds it suitable for Lessee's 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 promptly notify Lessor of any defects. Additionally, Lessee acknowledges it has verified the equipment delivered to insure that all equipment ordered has been delivered. Lessee will **immediately** notify Lessor if any ordered equipment is missing.
4. **TITLE AND OWNERSHIP.** The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of Lessor. Any purported assignment by Lessee is void.
5. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Lessor may assign its rights under this agreement without Lessee's consent but Lessee may not sublease or loan the equipment without the expressed written permission of Lessor.
6. **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 premises.
7. **WARRANTIES.** 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. It is understood tents are not guaranteed to be waterproof even though processed with special water-resistant compounds.
8. **HOLD HARMLESS AGREEMENT.** Lessee shall defend, indemnify and hold Lessor, 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. In addition, Lessee shall also indemnify, defend and hold Lessor harmless from any claims of third parties for loss, injury and damage to their persons and/or property arising out of Lessee's possession, use, maintenance or return of equipment, including legal costs and expenses incurred in the defense of same. The indemnities included in this exhibit shall include reasonable attorney fees incurred by Lessor in defending suits and actions involving liability covered by the indemnification provision in the paragraph.
9. **LESSOR LIABILITY.** Lessor will not be liable in any manner for (a) the erection of tents and other items in case of storms or excessive winds; (b) injuries or damages caused to persons or property while said persons are in, under or about the tents and other items; (c) injuries or damages caused by fire from any cause, rain, sleet, hail, snow, storm, high winds, tornado, floods or other disturbances of nature or by tents falling by any reason thereof upon any persons, materials or exhibits while under, near or about the tents and other equipment; (d) injuries or damages caused to persons or property by falling over or coming in contact with ropes, straps, chains, stakes or other supports of the tents and other items. Additionally, Lessor shall be released and held harmless as a result of injuries or damages attributable to Acts of God, boycott, civil insurrections or commotion, invasions by common enemy or by other conditions beyond the control of Lessor.
10. **PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited and constitutes breach of this agreement.
 - a) Use for illegal purpose or an illegal manner
 - b) Use when the equipment is in bad repair or unsafe
 - c) Improper, unintended use or misuse.
 - d) Use by anyone other than Lessee or its employees without Lessor's written permission.
 - e) Use at any other location other than the address furnished to Lessor without Lessor's written permission.
11. **SITE CONDITION & ACCESS.** Lessee assumes full responsibility for the adequacy, accessibility and safety of each tent location designated by Lessee. **Lessee agrees to have the site(s) upon which the equipment is to be erected free and clear of all obstacles, natural and man made, prior to the arrival of Lessor's work crew(s).** Lessor shall have no responsibility for damage to walls, fences, lawns, trees, landscaping or site(s) due to normal operational activity of men and/or machines.
12. **PERMITS AND LICENSES.** Lessee shall, at its own expense, and **prior to installation** of the equipment, provide all necessary permits, licenses and other consents.
13. **ELECTRIC POWER, WATER AND LIGHTING.** Lessee agrees to furnish Lessor access to and the right to use Lessee's electrical power and water lines for the installation and operation of the equipment, as needed.

14. **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 crew(s). Lessee assumes full responsibility for damage to underground facilities. CALL 1-800-282-7411.
15. **DELIVERY/PICK-UP.** Delivery is made to closest point truck(s) can park. An extra charge will be made for backyards, upstairs or elevator use or any point where extra time is involved. Lessee agrees to have all tents cleared for removal prior to Lessor arrival for take down; all non-leased equipment and decorations shall have been cleared and taken from site and lessee will have tables and chairs stacked for pick-up. Should Lessee fail to do so, Lessee shall pay all costs involved for any delay, additional rental or other costs including collection and legal expense.
16. **TENTS.** The price of the tent(s) includes set-up and take-down. Tents will be delivered at least one day prior to the event. Lessee grants to Lessor the rights and privileges to enter upon the premises designated as the location (s) for installation at least one week prior to the time set for use of the equipment, at all reasonable hours, for the purpose of erecting and installing the equipment and further grants to Lessor the same rights and privileges for removing the equipment and items belonging to Lessor.
17. **COOKING UNDER TENTS.** Lessee agrees that it **will not do or allow** any type of cooking under or within a reasonable distance of the tent(s) – buffet table food warmers are permitted. Lessee assumes full responsibility and costs incurred for damage and/or cleaning expense to tent(s) due to cooking process under or near tent(s).
18. **TABLES AND CHAIRS.** Our service does **not** include setup and/or take 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 and you agreed to the service charges, we will try to accommodate you. 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 a special crew can be scheduled. There will be additional daily rental fees until we can schedule the pickup. A knock down fee will result if equipment is still up.
19. **LINENS.** Table linens and table skirting will be inspected prior to pickup and upon return. Return all linens dry and free of waste. Do not roll up or place wet linens in any bag. If there is obvious damage such as mildew, excessive stains, burns or tears, Lessee will be charged the cost of the linen and keep same as though it were a sale.
20. **DIRTY OR DAMAGED EQUIPMENT.** Lessee agrees to pay for any damage to rented equipment and items regardless of cause, reasonable wear and tear excepted. Lessee also agrees to pay a reasonable cleaning charge for all equipment and items returned dirty. The cost of repairs will be borne by Lessee whether performed by the Lessor or, at Lessor's option, by others. Rental equipment damaged beyond repair will be paid for by Lessee at its replacement cost when rented.
21. **THEFT/LOSS OF EQUIPMENT.** Lessee agrees to pay for equipment (at its replacement cost new) for all types of theft, vandalism, malicious mischief or mysterious disappearance.
22. **PAST DUE ACCOUNTS.** Should Lessee fail to pay rental as and when specified, Lessee grants Lessor full right to remove the equipment, gives access to the location and equipment for removal and agrees to pay any expense of any kind including collection costs. A service charge of 1.5% per month (18% per year) will be charged on all past due accounts. Bounced check fee is \$35.
23. **DEFAULT.** Should Lessee in any way fail to observe or comply with any provisions of this agreement, Lessor may, at its sole option, exercise any or all of the following remedies:
- (a) Terminate this agreement;
 - (b) Retake possession of the equipment;
 - (c) Declare this agreement due and payable and initiate legal process to recover the monies, including all service charges, all costs of collection and attorney fees in the amount of 15% of the agreement amount.
24. **DAMAGE WAIVER.** If Lessee pays the damage waiver (DW) as specified, subject to the limitations and exclusions below, Lessor agrees to modify the responsibility of Lessee regarding equipment damage while in Lessee's possession or control. Lessor excludes from the waiver, however, any loss or damage due to burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Lessee's failure to care for the rented item(s) as the prudent person would their own equipment. Lessee agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. Damage Waiver does not apply under the following conditions:
- (a) Loss or damage as a result of theft, vandalism or malicious mischief
 - (b) Loss caused by neglect, misuse or abuse
 - (c) Unexplained loss or mysterious disappearance.

Customer Signature _____