

For the purpose of this Rental Agreement, "Rental Center shall mean Rental Center, its owners, officers, directors, shareholders and employees and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items herein "the rental items or items" described on the first page of this Rental Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, JUDGEMENTS, ATTORNEYS FEES AND COSTS OF EVERY KING AND NATURE, INCLUDING BUT NOT LIMITED TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS IN-A-BIND PROFRENTED. HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.

2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. TITLE AND OWNERSHIP. The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.

4. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects.

5. REPLACEMENT OF MALFUNCTIONING ITEMS. If the rental items become unsafe or in disrepair for any reason. Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise and Customer hereby waives any right or entitlement thereto.

6. WARRANTIES. Rental Center is not the manufacturer of the rented property not the agent of the manufacturer and no warranty against patent or latent defects in material workmanship or capacity is given and Customer 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 rental items are suited for Customer's intended use or that it is free from defects and any all such warranties of fitness or otherwise are expressly and specifically waived by customer.

7. HOLD HARMLESS AGREEMENT. Customer shall defend, indemnify and hold harmless Rental Center, 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 Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities is in need of repair or when it is in an unsafe condition or situation: modify, misuse, harm or abuse the rental items, permit any repairs to the rental items without Rental Center's prior written permission or allow a lien to be placed upon the rental items. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the rental items while they are in Customer's possession.

13. 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. Additional fees apply to setup and teardown of tables and chairs. If this service is required, arrangements should be made 7 days prior to delivery. 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 pickup where no prior arrangements have been made and rental items are 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 rental items are still up.

14. 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 BBQ Grills and Concession Equipment.

15. LINENS. Table linens are inspected after pickup when returned to our warehouse. **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.

16. DIRTY OR DAMAGED ITEMS. Customer agrees to pay for any damage to rental items regardless of cause except reasonable wear and tear while rental items are out of possession of Rental Center. Customer also agrees to pay a reasonable cleaning charge for all rental items 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 Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by Rental Center or at the Rental Center's option by others.

17. DAMAGE WAIVER. If accepted by Customer, Rental Center agrees in consideration of an additional charge of 10% of gross rental charges to modify the responsibilities of Customer created in paragraph 16 (Dirty or Damaged Equipment). In exchange for Damage Waiver Charge, provided the Customer takes reasonable precautions to protect rental items, the Rental Center assumes risk of damage to rental items. EXCEPT the following for which Customer shall be responsible: (a) Loss, damage, vandalism, malicious mischief and theft (b) Loss damage or theft of accessory items such as extension cords, etc. (c) Loss due to Customer negligence or (d) Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. Damage waiver is null and void unless Customer provides broken or damaged items for inspection by Rental Center. 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 Cusgomer may decline Damage Waiver charge by making a cash deposit equal to full value of rental items.

18. RETURN OF RENTAL ITEMS. Customer agrees to return to Return Center the rental items in as good condition as when received ordinary wear and tear excepted by Rental Agreement Agreed Return Date. Customer shall be liable for all damages to or loss to the rental items and liability incurred prior to rental item's return to Rental Center. Customer shall be responsible for all costs incurred by Rental Center recovering and returning damaged rental items to Rental Center's premises. If the rental items are to be "picked-up" by Rental Center. Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to rental items.

19. THEFT OF RENTAL ITEMS. The Customer agrees to pay for rental items (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

20. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for Rental Center to retake the rental items. Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

21. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding in an amount to be determined by the court.

22. WEATHER RELATED RISKS. Customer assumes all weather related risks involved in holding an outdoor tented event. Rental Center 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 Rental Center's control. Customer shall still be liable for payment in full of all charges.

23. PREPARATION OF SITE. Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental and all costs including collection and legal expense.

24. 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 waterproof, and are to be considered temporary shade structures.

25. COOKING UNDER TENTS. Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

FAQs & RENTAL POLICIES

RENTAL RATES & RESERVATION PERIOD

Rental rates are for a 2-day rental period. Weekend rentals are generally Friday through Monday. If you wish to rent items over an extended period of time, please call our office for special rates. Charges are based upon time out, whether used or not, so please make selections carefully. Deposit of 50% is due with your reservation and payment in full is due 7 days prior to delivery or will call. Charge accounts are available to preapproved customers only.

DEPOSITS FOR RENTAL ITEMS:

If you do not have a major credit card, a cash deposit equal to the replacement cost of the equipment will be collected. The cash deposit will be refunded upon timely return of all products in the same condition as received.

CANCELLATION POLICY

Items must be cancelled more than 7 days prior to delivery or will call to avoid restocking charges. Because all reserved equipment is prepared, staged and packed, restocking fees will apply as follows: Cancelled 2-7 days prior to delivery or will call: 25% restocking fee.

Cancelled 1-2 days prior to delivery or will call: 50% restocking fee.

Cancelled on the day of delivery or will call: 100% restocking fee. *Specialty items must be cancelled at least 7 days prior to delivery or will call or a 100% restocking fee will apply.*

DELIVERY/PICK UP

Delivery and pickup are available at reasonable rates. Deliveries are made to a dock, garage or door readily accessible to and within 30 feet of our trucks. Additional distances, steps, elevators, etc., may be subject to an extended delivery/pickup charge. For pickup, all rental items should be stacked in the same place and manner in which it was delivered. Orders need to be a minimum of \$100 (not including delivery or labor) to qualify for delivery. Please call for the delivery charge to your area. Normal delivery/pickup hours are Monday – Saturday 9:00 a.m. to 5:00 p.m. Delivery/pickup at other times can be arranged, for an additional charge. You are welcome to pickup and return your order at our will call entrance. Please make your reservations at least 48 hours in advance, and we suggest calling ahead to confirm that your order is available for you to pickup. We can set up and remove tables and chairs at an additional charge. Advance arrangements must be made for this service.

PRIOR TO PICKUP OR RETURN

Tables and chairs should be stacked in the manner in which it was delivered. All china, glassware, utensils, etc., should be rinsed, refuse-free and placed back in their delivery containers. Linens should be dry and refuse-free to prevent mildew and staining. Additional charges are made when extraordinary cleaning is required and for missing containers.

FEES FOR REPLACEMENT OF LOST OR BROKEN ITEMS:

If items are lost, broken or irreparably damaged, you will be charged the replacement value of the item. This will automatically be charged to your credit card on file or taken from your cash deposit.

DELIVERY FEES:

Standard Delivery Hours: 9am to 5pm Monday thru Friday & 9am to 1pm Saturday

Minimum order of \$100 – Delivery Fee plus \$10 fuel surcharge (Fees are for round trip and included curbside delivery)

DELIVERY FEES (con't.):

San Jose - \$50

Morgan Hill / Gilroy - \$65

Mountain View / Sunnyvale - \$60

Palo Alto – Redwood City - \$75

Daly City – SSF - \$85

San Francisco - \$125

Milpitas -- \$60

Fremont - \$65

Hayward - \$75

Oakland - \$85

Pleasanton / Danville - \$85

Walnut Creek / Concord - \$125

Extra Mileage Fee: past these locations: \$1 per mile

AFTER HOURS FEES:

Cost is for 2-man deliveries – cost increases for more manpower
Deliveries – \$200

Pickups - \$200

Setups - \$50 / hr. per person (minimum 2 persons & 2 hours = \$200 minimum)

TIMED DELIVERIES:

Standard orders are delivered within a 4-hour window – 9am to 1pm or 1pm to 5pm

2-hour window: \$50 additional

1-hour window: \$100 additional

Exact Time: \$150 additional (30-minute window)

SETUP FEES:

The following fees include setup & teardown:

Chairs: \$1 each

Chair Covers: \$2 each

Sashes: \$1 each

Tables: \$5 each

Umbrellas: \$5 each

Chivari Chair Cushions: \$1 each

Tents: 10 x10 popup \$25 (other sizes are included)

Labor by hour \$35 / hr. per person

Stairs: \$5 per stair

Freight Elevator: \$50 - \$75 (depends on size of job)

Passenger Elevator: \$100 - \$150 (depends on size of job)

Portage: (standard curbside delivery up to 30 feet) beyond there is per hour fee with 2-hour minimum (\$75) charge. Example: 1 hour & 15 minutes = 2 hours portage charge.

ADDITIONAL CHARGES & CLEANING FEES:

CUSTOMER'S RESPONSIBILITY: Tables and chairs are to be stacked in the manner in which they were delivered. All china, glassware, utensils, etc., are to be rinsed, refuse-free and placed back in their delivery containers. Linens are to be dry and refuse-free to prevent mildew and staining. If these procedures are not followed, the following charges will be applied:

Equipment not stacked at waiting at delivery location: \$50 per hr with 1 hour minimum

China / Flatware / Glassware Cleaning Fee – 30% of rental fee

Linens with excess cleaning needed – 30% of rental fee

Concession Equipment – 30% of rental fee

Chocolate Fountain Cleaning - \$50

Dance Floor Cleaning - \$25 minimum fee for all orders

BBQ Cleaning - \$30 minimum fee for all orders

See our website for additional Guidelines & Policies.