

Rental Contract - Terms and Conditions

Emergency Number: Dallas: (972) 602-3303 **Oklahoma City:** (405) 917-7730 **San Antonio:** (210) 298-8888

Austin: (512) 821-1994, **Houston:** (713) 231-7375

For purposes of this rental contract Lessor is Peerless Events and Tents. Renter is the person who signs below (or otherwise executes this Rental Contract by electronic signature) and takes responsibility for the rental equipment (the "Equipment").

The Equipment is assumed to have been received in good working condition and in quantity ordered and will be returned in the same condition/quantity with ordinary wear and tear accepted. Renter will notify Lessor at the moment that any equipment is defective or in non-working order. Failure to do so will result in Renter's loss of the right to receive a refund (either partial or in full) and may result in damage charges being charged to Renter. Renter agrees to Lessor's rights to enter premises of customer at any time to repossess said Equipment. Renter hereby waives any rights of action against Lessor by reasons of such taking or entry and agrees to reimburse Lessor's costs of repossession if any.

1. Renter agrees to reimburse Lessor all fees, to include attorney and court costs and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this Rental Contract.
2. Renter agrees not to loan, sublet or otherwise dispose of Equipment or use it any other location that listed on the face of the Rental Contract without written approval from Lessor.
3. Renter agrees to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal/local laws, regulations, and ordinances pertaining to use of such Equipment.
4. PAYMENT
 - a. Customer agrees to pay Lessor upon demand:
 - i. All charges on the front of this contract prior to delivery.
 - ii. 10% of the total PLUS 12% interest per annum will be added to all delinquent accounts after 30-days. If determined to be in conflict with usury laws then maximum allowed by courts.
 - iii. Replacement cost for any loss, theft or conversion (considered such if not returned within 10-days of return date on front of contract.
 - iv. Renter agrees to pay 100% of the replacement/repair cost(s) plus any tax/shipping charges that might be incurred plus a 25% Loss of Use for all damages to equipment due to any causes whatsoever. This includes "acts of God" (i.e. ice, wind, snow, etc.)
 - v. Damage Waiver mitigates those portions of iv above not the result of negligence, loss or theft.
 - b. DAMAGE WAIVER: Damage Waiver is not insurance, Renter is responsible for any loss or damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Lessor agrees to waive Lessor's right to recover from Renter the amount damage to the Equipment while in Renter's possession except that Renter will be responsible for the first \$100.00 on damage/replacement costs in those instances where the damage/replacement cost in greater than \$500.00. Renter agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. If Renter has applicable insurance, the Damage Waiver becomes secondary and Renter agrees to exercise all rights available to Renter under Renter's insurance coverage and assign all claims and proceeds from Renter's insurance coverage to Lessor. Notwithstanding the foregoing, Lessor's liability for damage to, the Equipment will not be waived in the following circumstances: 1. Any item or part thereof which is not returned, irrespective of the reason, including theft. 2. Careless or abusive operation or use of the Equipment. 3. Use or operation of the Equipment exceeding its rated capacity. 4. Damage resulting from failure to

perform or pay for all normal periodic and other basic service and maintenance. 5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows to possess the Equipment. 6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. 7. Damage resulting from vandalism, malicious mischief or intentional abuse 9. Damage resulting from overturning. 10. Damage resulting from self pickup or return while in transit. 11. Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

- c. Any broken, missing or malfunctioning items must be reported via emergency numbers above within the first hour of delivery to avoid charges. Renter agrees that numbers of items delivered is correct, unless a discrepancy noted on the invoice at time of delivery. If Renter or a representative is not available at time of delivery/pickup, Renter accepts Lessor's count as correct.
 - d. Credit Card: Renter authorizes that Lessor may charge renter's credit card on file at time of reservation or upon receipt of the rented items or upon the return of the items. Renter further authorizes Lessor to charge credit card on file for any overtime, loss or damage to equipment without further contact.
 - e. Payment is due prior to delivery of goods - If Renter indicated to Lessor not to charge Renter's card but did not provide payment before delivery payment will be charged to Renter's credit card without further notification which renter hereby authorizes.
 - f. Payment Guarantee: If Renter directs Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due. Renter promises to pay Lessor on demand. If Renter directs charges to be billed to another person, Renter represents that he is authorized to give Lessor such direction. Renter understands that he remains individually responsible for all charge even if Renter directed Lessor to bill another person and authorizes charges to his personal credit card on file.
 - g. Debit Card/Checks: \$25 plus all applicable late fees will be charged for all insufficient funds/debit card declinations.
 - h. Final Audit - Renter understands that all charges are subject to final audit. Renter authorizes any additional charges found thru audit to be made and paid by the method used at the time of the reservation, rental or return without further authorization.
 - i. Do not give drivers cash - checks only. Not responsible for lost cash payments.
5. Renter is responsible for extra delivery charge if not available at time of delivery/pickup. Renter is responsible for Setup and Breakdown of tables, chairs, linen, and dishware. Lessor can provide this service for a nominal fee, which must be arranged at time of reservation. Renter agrees to additional charges if equipment not broke down and prepared the same as delivered (i.e. stacked, in containers, etc.) and authorizes charge by method used at the time of reservation.
6. Hold Harmless: Renter agrees to defend, indemnify, and hold Lessor, its affiliates, its agents, employees, assignees, suppliers, sub-lessors and sub-renters (the "Indemnified Parties"), harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, loss, liability, costs, loss of profit, expenses and compensation whatsoever, including court costs and attorneys' fees ("Claim" or "Claims"), in any way arising from, or in connection with the Equipment under this Rental Contract, including, without limitation, as a result of: (i) the use, maintenance, or possession of the Equipment, irrespective of the cause of the Claim, except in the case of Lessor's sole gross negligence or willful misconduct, from the time the Equipment leaves Lessor's place of business when Renter rents the Equipment until the Equipment is returned to Lessor during normal business hours and Lessor signs a written receipt for the Equipment, including loss of or damage to any of the Equipment for any cause; injury to or death of any person, including, without

limitation, agents or employees of Renter; or damage to any property arising from the use, condition, possession or storage of any Equipment.

7. Under no circumstances will Lessor be liable for any indirect, special, incidental, punitive, exemplary or consequential damages or lost profits, sales, revenues, time or other losses arising out of this rental contract.
8. Lessor's entire and aggregate liability for all claims made by renter arising from this rental contract shall not exceed the amount of fees paid by renter to lessor.
9. There are no warranties of merchant ability or fitness either expressed or implied which extend beyond the description on the face hereof.
10. Rental fees are normally for 3 days (7 days for tents) which includes the day of delivery and pickup. Additional charges will apply if equipment is not returned within this period unless otherwise approved in writing which renter authorizes to be settled thru the method of payment at time of reservation without further contact.
11. TENTS: a. Renter acknowledges that Lessor will be as vigilant as possible to protect underground utilities (electricity, water, sprinkler lines, septic lines, etc.) but further hold harmless Lessor for any damage that might occur as a result of installing the tent. b. Renter is 100% responsible for obtaining a DIGs test from local utilities (mark underground utilities so we will not hit subsurface structures with our 46" Stakes). Failure to do so may result in Lessor hitting underground electric, water or gas lines that would require utility services to shut off such services and charge for repairs and levy fines. It is Renter's responsibility to comply with these requirements and Renter agrees to pay 100% of such repairs/fines. In cases where repair fees/fines are levied towards Lessor; Renter agrees to immediately reimburse Lessor for any fines or repair bills levied. c. Most tents require proper permitting in most municipalities. Failure to comply may result in additional charges/taking down of tent with no refund and renter agrees to reimburse Lessor for any fines or penalties assessed to them due to renter's failure to get proper permits. d. Renter acknowledges that hanging colored crate paper, signs, balloons, etc. from the tent may come in contact with the tent and create a "color transfer" which the Renter accepts responsibility for cleaning/replacement as necessary. Cooking under the tent is prohibited by the fire marshal and will damage tent. These are not covered through the damage waiver. e. Emergency Evacuation for Tented Events: It is the customer's responsibility to ensure guests' safety. Always appoint a designated person to ensure safety/weather precautions are followed to include weather monitoring and having a safe evacuation shelter. Tents are not intended to be used as shelter from severe weather. We assume no liability for such use. An evacuation plan for the area covered within the tented space is imperative and shall be thoroughly posted for all users and potential occupants of the tent. Severe weather including storm systems/lightning, moderated to severe wind, heavy rains, snow, icing/sleet, snow, gas leak, earth movement, fire or any condition that raises any doubt to the structural integrity of the tent are immediate signs that an evacuation is necessary. Never go back into the tent until our personnel have approved its structural integrity – please call our emergency after hours number. Please visit our website under the "FAQ" for a detailed description of Tent Evacuation Procedures. We do not warrant any manufacturer wind rating unless customer supplies structural engineer for inspection and certification. If wind rating is needed or requested renter will (at his expense) provide a structural engineer to inspect all facets of tent installation.
12. Frozen Drink Machines: Renter responsible for all local and federal laws if used for alcohol and release lessor from any liability for failure to do so.
13. China/Silverware: Must be scraped clean and placed back in containers correctly to avoid a charge of 25-cents per piece. Customer pickups/returns are required to wash prior to return to avoid additional charge.
14. CANCELLATION POLICY: Cancellation Fees are as follows for complete cancellation OR decrease of 25% or more of the order total. Renter authorizes Lessor to charge credit card for any cancellation fees.
 - a. If cancelled prior to 30 days of delivery date: 10% of the cancelled amount.
 - b. If cancelled From 30 Days to 11 days prior to delivery date: 25% of the cancelled amount.

- c. If cancelled 10 Days or less to delivery date: 50% of cancelled amount.
 - d. Once the Equipment is loaded for delivery there will be no refund for cancellation.
15. Lessor normal delivery is "curbside" (Curbside is within 50 feet). An additional charge of \$100 will be added to all orders requiring Equipment to be carried over 50 feet - \$75 for stairs (Up to two flights, \$25 per flight of stairs after the first two) - \$50 for elevators. All charges in this invoice are subject to final audit - Renter authorizes any credits of addition charges to be made and paid by the method used at the time of reservation.
16. This Rental Contract will be governed by the laws of the State of Texas and all disagreements will be settled in a Texas court of law
17. Force Majeure. Lessor will not be deemed in default of this Rental Contract to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor disturbances, shortages of material, supplies or utilities, unavailability of transportation, acts or omissions of third parties or any other cause beyond the control of Lessor.

The undersigned (or the party executing this Rental Contract by electronic signature) has carefully read the Rental Contract and agrees to ALL terms and conditions. Only what is in writing is binding

Signature: _____ Printed Name: _____ Date: _____