

TERMS AND CONDITIONS OF RENTAL

1. PHYSICAL CONDITION OF RENTAL ITEMS(S): You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate) and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Taylor Rental in the same condition, except for ordinary wear and tear.

2. USE OF THE ITEM(S): You agree that you are satisfied with the instruction given by Taylor Rental in the proper and safe manner of using the item(s) or that you are so familiar and told Taylor Rental that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand all manuals, written operating instructions and warnings as supplied for the equipment.

3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Taylor Rental harmless from, and hereby release Taylor Rental from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Taylor Rental's negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

4. RESPONSIBILITY FOR EQUIPMENT: From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

5. ITEM(S) FAILURE: You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Taylor Rental of the facts. Taylor Rental agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Taylor Rental shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. RETURN OF ITEM(S): The rented item(s) is Taylor Rental's property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", you must immediately notify Taylor Rental to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 9). If this agreement has not been extended and you fail to return the item(s) when due in; Taylor Rental, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so Taylor Rental or its representatives may enter your property and you hereby waive any right of action against Taylor Rental for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, Taylor Rental, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. CHARGES AND PAYMENTS: Time is money. You are responsible for rental charges from the time the item(s) is "Out" as specified on the reverse side until it is returned, and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay Taylor Rental all charges hereunder. All charges are due in advance or on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, Taylor Rental at its discretion may recalculate all charges on a daily rental rate basis.

8. COLLECTION COSTS: You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. MODIFICATION OF CONTRACT: This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Taylor Rental's rights may be changed and no extension of the term of this contract may be made except in writing signed by Taylor Rental and made a part of this contract.

10. DAMAGE WAIVER: If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusion below, Taylor Rental agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract and for loss due to fire, collision, windstorm, upset, or riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, you are not relieved of liability of accidental damage to the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with Taylor Rental to obtain recovery and all insurance proceeds shall be given or assigned to Taylor Rental.

11. PERMITS AND LICENSES: Lessee shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.

12. 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 crews. Lessee assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Lessee must call one week prior to installation. Taylor Rental will not accept responsibility for any damage to any unmarked underground services including sprinkler systems.

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

14. 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. Our service does not include set up and knock 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, we will try to accommodate you after quoting the price. 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 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 equipment is still up.

15. WEATHER RELATED RISKS: Lessee assumes all weather related risks involved in holding an outdoor tented event. Lessor 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 Lessor's control, Lessee shall still be liable for payment in full of all charges.

16. 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 Cooking Equipment.

17. LINENS: Table linens are inspected prior to pick up and upon return. **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.