

TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described without operator, by the undersigned (hereinafter referred to as the "Renter") from Prestige Tent Rental (hereinafter referred to as the "Dealer") upon the terms and conditions and for the Invoice Amount herein specified it is agreed as follows:

1. **RENTAL AND TERM** begins on the date & time specified "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing above on this contract. Rental charges commence on deliver of Equipment to renter and end upon return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay on return of Equipment to Dealer's premises, all charges and costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
2. **CONDITIONS OF HIRING, INSPECTION, PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges that he/she has personally inspected the equipment, finds it suitable for his/her needs and in good condition, that he/she understands its proper use and agrees to inspect the equipment prior to use and notify the Dealer of any defects. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealer's employees assist in loading or unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear accepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment cause by ordinary and reasonable use. Renter agrees to pay immediately all charges and costs incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter shall not permit any person who is not legally qualified to use Equipment.
4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances, and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment.
5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the county in which it is rented.
6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damage arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefor and shall indemnify and hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all personal involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date for any reason whatsoever. Renter shall pay Dealer the actual replacement costs hereof, and in addition thereto Dealer's loss of use of said equipment.
7. **DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy or any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to the Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special, and/or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.
8. **USE OF DEPOSIT, AND LIABILITY OF LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1 1/2%) percent per month on all delinquent accounts. **DEPOSITS ARE NON-REFUNDABLE.**
9. **INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed in the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.
10. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances, will be consider a theft, resulting in criminal prosecution.
11. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appears as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay Dealer said taxes upon demand.
12. **TITLE.** Title to the Equipment is and shall remain in Dealer. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.

13. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning of intent of any of the terms or provisions of this Rental Contract.
14. **COLLECTION COSTS.** You agree to pay attorney fees, collection fees, court costs, and/or 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.
15. **DAMAGED, LOST, STOLEN EQUIPMENT.** The Renter agrees to pay for any damage to or loss of equipment as an insurer, regardless of cause, except reasonable wear and tear while equipment is out of the possession of the Dealer. Accrued rental charges cannot be applied against the purchase or cost of repair or damages or lost equipment. Equipment damaged beyond repair will be paid for at its Replacement Cost when rented. Renter agrees to pay for equipment (at its replacement cost) for all types of theft or mysterious disappearances. Dealer may report as stolen all property not returned within the date listed of the contract or if conditions and circumstances indicate theft.
16. **UNDERGROUND UTILITES:** Dealer is not responsible for underground utilities. Contact 811 to get utilities marked 48 hours or more in advance (no more than 10 days in advance)
17. **SECURITY DEPOSITS:** All security deposits will be mailed back to Renter within seven (7) business days, pending there is no damage, loss, or uncleaned equipment upon rental term.
18. **RETURNED CHECKS:** for all returned checks, a \$40 service fee will be added to Renter's invoice.

I, THE UNDERSIGNED RENTER, SPECIFICALLY ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE USE AND OPERATION OF THE RENTED EQUIPMENT. RENTER FURTHER ACKNOWLEDGES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE WITHIN EQUIPMENT RENTAL CONTRACT AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND PROVISIONS HEREOF. RENTER ACKNOWLEDGES THAT HE HAS RECEIVED A TRUE AND CORRECT COPY OF THIS AGREEMENT AT THE TIME OF EXECUTION HEREOF.



_____ Signature

_____ Print Name

PRESTIGE _____ Print Organization

TENT RENTAL _____ Position/Title

_____ Date