

ADAMS EQUIPMENT RENTAL - TERMS AND CONDITIONS

1. USE OF CREDIT CARD. Retail customer agrees to provide a valid, unexpired credit card account number. Customer also agrees to give Adams Equipment Rental, Tents Chairs & Party Wares Inc., hereinafter referred to as Adams, the right to use the credit card for payment and/or to cover charges for damaged or lost goods, or additional charges. In lieu of a credit card, a cash deposit may be required.

2. TERMS. Cash in Advance. Established open accounts are due and payable net 15 days from invoice, past due accounts bear late payment penalties at 1-1/2% per month.

3. INSPECTION. Customer agrees that he has had an opportunity to personally inspect all items, and to verify all quantities, and that the equipment is suitable for his needs and in satisfactory condition, and that he understands its use. Customer further agrees to inspect the equipment prior to use, and to notify Adams immediately of any defects.

4. USE. Customer agrees that all items will be used for only their proper purpose and in a safe manner and only at the location specified on the front of this Contract, unless written permission is obtained from Adams. Customer acknowledges that he/she has been given and understands operating and safety instructions.

5. MALFUNCTIONING ITEMS. Customer agrees to immediately discontinue use of any item not in safe or proper working order, and to report and return same to Adams as soon as is reasonably practical.

6. DAMAGED OR DIRTY EQUIPMENT. Customer agrees, as an insurer, to pay for all damage to equipment, ordinary wear excepted. Equipment damaged beyond repair will be paid for at its Fair Market Value at the time of rental. The cost of repairs will be borne by Customer, whether performed by Adams, or, at Adams' option, by others. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods.

7. CUSTOMER'S RISKS. Customer accepts all claims for damage to property, bodily injury or death resulting from Customer's use or possession of the items or the loading or unloading of the items, and to indemnify and hold Adams harmless from all claims and to pay for all defense thereof.

8. CONSEQUENTIAL DAMAGES. Adams accepts no responsibility for any incidental or consequential damages caused by malfunction, inability to supply, delays of any kind, or otherwise.

9. WARRANTIES. There are no warranties of merchantability or fitness either express or implied. There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.

10. ASSIGNMENTS, SUBLEASES, AND LOANS OF EQUIPMENT. Adams may assign its rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may NOT sublease or loan the equipment without Adams' written permission. Any purported assignment by Customer is void.

11. TIME OF RETURN. Customer agrees that any right to possession terminates at the expiration of the rental period, and retention of possession after this time constitutes a material breach of this Contract. Time is the essence of this Contract. Any extension must be mutually agreed upon. All other terms and conditions of this contract shall remain in force.

12. LATE RETURN. Customer agrees to return the rented goods during Adams' regular store hours, upon termination of the rental period. If the rental period is extended by mutual agreement, Customer shall pay additional charges in accordance with Adams' standard rental rates.

13. FAILURE TO RETURN. If Customer fails to return any items at the expiration of the rental period for any reason, the customer agrees to pay the Fair Market Value and to pay regular rental charges up to the time of such payment. If an item is lost, stolen or disappears, Customer agrees to notify Adams and Police as soon as is reasonably practical.

14. COLLECTION COSTS. Customer agrees to pay all reasonable collection, attorney's fees, court fees, and other expenses involved in the collection of charges or enforcement of Adams' rights under this Contract.

15. REPOSSESSION. Upon a failure to pay rent or other breach of this Contract, Adams may terminate this Contract and take possession of and remove goods from wherever they are, and Adams and its agents shall not be liable for any claims of damage or trespass arising out of the removal of the goods.

16. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

17. DAMAGE WAIVER. If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Adams 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, and 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 man would his own property, such as proper lubrication. 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. Customer shall cooperate with Adams to obtain recovery and all insurance proceeds shall be given or assigned to Adams. Tires and wheels are not covered by Damage Waiver. All flat tires are the customer's responsibility, and all damage to rims from riding on flat tires will result in charges.

18. ADDITIONAL CHARGES. Customer shall pay additional charges for the following services:

- a. Delivery or pick-up from any location other than ground level (upstairs or downstairs);
- b. Set-up or take-down of chairs and/or tables;
- c. Cleaning equipment;
- d. Pick-ups on Saturday, Sundays or holidays;
- e. Pick-ups from an address other than original delivery address;
- f. Racks and boxes not returned; and
- g. Service calls.

