

ADAMS PARTY RENTAL - TERMS AND CONDITIONS

1. RESERVATION DEPOSIT. You have provided Adams Party Rental, Tents, Chairs & Party Wares Inc., with a list of the number of Rented Items that will be required for, and the timing and duration of, your event. A Reservation Deposit in an amount equal to 50% of the anticipated total Rent must be paid at the time of reservation. In the event of cancellation, fees will be charged as follows: 30 days or more before event date, 25% of rental; 7 to 29 days before event date, 50% of rental; 2 to 6 days before event date, 75% of rental; 1 day before event date, 100% of rental.

2. PREPAYMENT. Payment of all anticipated Rent and other charges hereunder ("Prepayment") is due at least ten (10) days prior to the scheduled date of your event. Prepayment must be made in good funds (cash, check, money order, major credit card, or wire transfer of immediately available funds to an account designated by us). The Prepayment is not an upper limit of your liability under this Contract. It is merely an estimate of the Rent and other charges we anticipate will be due hereunder if all Rented Items are returned on time and in the condition required. No Rented Items will be scheduled for delivery until our receipt of the entire Prepayment amount.

3. CREDIT CARD AUTHORIZATION. Subject to such limitations as may be set forth in applicable law, you irrevocably and unconditionally authorize us to immediately submit for payment on the credit card (if any) you have provided us all charges for rent, delivery and/or installation, damages or lost goods, or additional charges coming due under this Contract, and you agree to indemnify, defend and hold harmless Adams Party Rental with respect to the same.

4. TIME. Time is of the essence in this contract. **Charges are based on time out whether equipment is used or not.**

5. LATE RETURN. You agree to return the rented goods during our regular store hours, upon termination of the rental period. If not timely returned, you shall pay an additional charge of 1/3 of the daily rate for each day the goods are retained beyond expiration of the rental period.

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

7. DELIVERIES. Delivery and/or pickup service is available at an additional charge at our convenience by prior arrangement.

8. LOSS OR DAMAGE. You are the insurer of the Rented Items during the Term. If you decline the Damage Waiver/Equipment Protection Plan (and subject to its terms if you accept it), you bear all risk of loss, damage or destruction, regardless of cause (Ordinary Wear and Tear excepted). If any Rented Item is lost, damaged or destroyed during the Term, whether or not your fault, **You will notify us immediately**, and you will pay us (a) the retail value of the parts and labor necessary to repair the Rented Item if damaged, or (b) its replacement cost if lost, destroyed or damaged beyond our reasonable ability to repair it; and in either case, all packing, shipping, handling, storage and other associated costs. Rent previously paid will not be applied against the above referenced charges. YOU WILL NOT BE ENTITLED TO COLLECT FROM US, AND YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST US FOR ANY DAMAGE, LOSS OR EXPENSE YOU MAY INCUR AS A RESULT OF THE FAILURE OR MALFUNCTION OF ANY RENTED ITEM, INCLUDING WITHOUT LIMITATION, LOST TIME, LOST PROFITS, COST OF COVER (OBTAINING A REPLACEMENT ITEM AND/OR PERFORMANCE FROM ANOTHER SOURCE), INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE RENTED ITEMS. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE RENTED ITEMS IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.

9. DAMAGE WAIVER/EQUIPMENT PROTECTION PLAN. Damage Waiver is available with this rental transaction. If you accept it, we will waive our right to recover from you the retail value required to repair or replace rented items which are damaged or destroyed while in your possession, provided that you immediately notify us of any accident, loss or damage.

- Damage Waiver is **optional**. Damage Waiver may be accepted, but it is not a requirement to do so.
- Damage Waiver is **not** insurance, nor is it a warranty.
- Damage Waiver must be accepted **prior** to taking possession of the rented items, and is not refundable.
- Damage Waiver is **secondary to your own** insurance. Some homeowner and business insurance may provide coverage for damage to rented items. Check with agent or broker to determine if such coverage exists. If Damage Waiver is accepted, you agree to exercise all rights available under your insurance coverage and assign all claims and proceeds from insurance coverage to us.
- Damage Waiver waives your liability for rented items that are **returned** damaged. If damaged items are not returned, proof of damaged items must be established, and such other evidence as we may reasonably require.
- Damage Waiver is not coverage for damage due to neglect or misuse. (Example: linens bagged with food or moisture that causes stains or mildew.)
- Damage Waiver does **not** waive liability for loss caused by neglect, abuse, vandalism, theft, mysterious or unexplained disappearance, or shortages.
- You agree to furnish, upon our request, a written and signed police report filed by you with respect to such occurrence.

10. HOLD HARMLESS/INDEMNITY. You assume all risks associated with the possession, use, transportation and storage of the Rented Items. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ADAMS PARTY RENTAL FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE, EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR GROSS NEGLIGENCE.

11. PERMITS. Obtaining permits and licenses shall be your responsibility.

CARE OF EQUIPMENT. Customer shall:

- (1) clean and repack equipment (chairs, canopies, chafers, flatware, glassware, china, serving pieces, etc.) and return them in the boxes, racks, containers or bags in which they were delivered;
- (2) repack linen in laundry bags provided;
- (3) pay a reasonable cleaning charge for any equipment or other items returned dirty;
- (4) protect equipment and other items from the elements during the time of delivery, use, storage and waiting period before pick-up.

ADDITIONAL CHARGES. Customer shall pay additional charges for:

- (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) Folding, stacking, and cartooning chairs & tables in preparation for pick-up;
- (d) Cleaning dinnerware;
- (e) Deliveries/pick-ups after hours, same day, and on Sat, Sun, or holidays;
- (f) Pick-ups from an address other than original delivery address;
- (g) Racks and boxes not returned;
- (h) Service calls

