

THIS IS A CONTRACT: The words Renter, Buyer, You and Yours Mean the Person Who Signs This Contract (or Are Obligated Under Its Terms) We Our And Dealer Refer To The Business Named D&B Party Rentals.

RENTAL PERIOD: You hereby rent from us the rented items for the term and agree to pay us the rent for all the time out (but in any event no less than the "minimum rent" if any, specified on page 1) except only as expressly set forth in this contract. We charge rent for all the time out, including Saturdays Sundays and Holidays.

DELIVERY: **a) Generally:** We will deliver and pickup the rented items in exchange for the Delivery/Pickup fee specified on page 1. You agree to provide Our personnel with reasonable access to the delivery/pick up destination at all times and agree to refrain from interfering with our delivery/pick up and setup of the rented items. **b) Multi-Story Building:** Delivery/pick up will be provided at ground-level only, unless We agree otherwise at Our sole discretion. You agree to pay an additional fee as set forth on page 1 for each floor to which we deliver/pick up the rented items at Your request. **C) Setup and Breakdown:** We will set up and breakdown any rented Items requiring special Setup/breakdown at your request. You agree to pay an additional setup/breakdown charge as set forth on page 1.

REPAIR AND OR REPLACEMENT: If any rented item proves inoperable or defective, malfunctions, becomes unsafe or otherwise fails to function, You agree to immediately discontinue using and notify Us. We will at Our option provide you with a reasonably similar rented item, if available. **You agree that the foregoing will constitute your exclusive remedy for malfunctions, and that we will have no obligation other than as set forth in this paragraph with respect to any rented item that fails to function properly.**

POSSESSION/TITLE: We own the rented items, and the title in and to all of them will remain Ours at all times. You are entitled only to use and possess the rented items for the rental period, subject to the terms of this contract.

ASSUMPTION OF RISK: You acknowledge that the possession, use, loading, unloading, transportation of the equipment may give rise to the risk of personal injury and or property damage. **You voluntarily assume all such risk and release and discharge Us and the equipment from any and all liens, liabilities and claims arising in connection with the same, including without limitation, any and all claims arising from or in connection with Our negligence (other than intentional misconduct).**

RETAKING OF RENTED ITEMS: If any rented item is not returned to Us upon Your default, upon expiration or termination of the term, or if in Our view. it shall be entitled, at Our option, to immediately and **without notice**, retake possession and control of rented item without interference from You and without **process of law**. In the event we select to do so, you agree to provide Us with immediate access to the premises were the rental items may be located. And to render assistance as We may deem necessary, and that neither We or Our agents will be liable for property damage, trespass, forcible entry, unlawful detainer or other similar transgression.

TENTS INSTALLATION: In order to properly secure the tent We must drive steel stakes approximately 1” – 3” in diameter and 36” long, into the ground. You hereby authorize and permit Us to drive such stakes at the installation site. You agree to clearly mark or layout the exact location and be present at the time of tent erection. **Subsurface conditions** You agree to inform us of the existence of any underground utilities (e.g., gas lines, telephone lines, power cables, cable television lines and septic lines) and other conditions or circumstance that may affect Our ability to properly install the tents. You agree to mark the location of all such underground utilities, inform our representative of the same when they arrive at the delivery site. **RELEASE AND IDEMNITY: You hereby release and discharge us of any and all liability and damages (including incidental, consequential, special, and punitive damages) arising from or associated with our installation and removal of tents and rented items.**

WARRANTY WAIVER: The tent and other rented items are provided “as is” and “With all Faults” although Our tents have been treated for water repellency We disclaim and You hereby waive any guarantee as to the effectiveness of such treatment. Because the tent is a Temporary structure it may collapse during a serve storm. In the event of hazardous weather, You agree to cause all occupants to evacuate the tent. **You hereby assume and agree to indemnify defend and hold harmless the rental company from and against all liabilities, claims damages, losses, costs and expenses arising from the aforementioned risks.**

Signature

Print Name