In consideration of the hiring of the Rental Items ("Equipment") by the undersigned (hereinafter referred to as Customer, You and Your, from the company named on the reverse side (hereinafter referred to as We, Our and Us) upon the terms and conditions and for the price herein specified, it is agreed as follows:

- 1. RECEIPT/INSPECTION OF EQUIPMENT. You are renting the Equipment on an "As Is" basis. You acknowledge that You have personally inspected the Equipment at the time of rental and determined that it is suitable for Your needs. You acknowledge receipt of all Rental Items listed in this Contract and that the Equipment is in good working order and repair.
- 2. RETURN OF EQUIPMENT, You agree to return the Equipment by the agreed "Due" date in the same condition as when the Equipment was received, ordinary wear and tear excepted. Ordinary "wear and tear" means only the normal deterioration of the Equipment caused by the reasonable and proper use of the Equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to dirtying of linens by food and liquid stains, burns, tears, and candle wax. If the Equipment is to be picked up by Us, You agree to provide a secure storage location and accept all risks relative to the stored Equipment for a reasonable period of time until We pick up the Equipment.
- 3. LATE RETURN. If you do not return the Equipment prior to expiration of the Rental Period and during Our normal business hours, the rental rate shall continue until the Equipment is returned. In no event do We agree to permit You to remain in possession of the equipment beyond the stated due date.
- 4. CARE OF EQUIPMENT. You agree to: (a) Pay a reasonable cleaning charge for any Equipment or other Rental Items returned dirty, (b) Protect Equipment and other Items from the elements during the time of delivery, use, storage and waiting period before pickup; (c) Rinse and repack dinnerware (flatware, glassware, china and serving pieces) and return them in the boxes or containers in which they were delivered.
- 5. EQUIPMENT FAILURE. If at any time the Equipment malfunctions or becomes unsafe or in a state of disrepair, You agree to immediately discontinue the use of the Equipment and take all steps necessary to prevent injuries to any person and property. You agree to accept full responsibility and liability for such personal injuries or property damage if You fail to take such steps.
- 6. REPAIR OR REPLACEMENT. You agree to pay for any damage to or loss of the Rental Items or Equipment used in the storage and transportation of the Rental Items while in Your possession, regardless of cause, reasonable wear and lear accepted. Equipment not returned when due, or damaged beyond repair, will be paid for at it's current replacement costs. Payment will be due immediately upon receipt of invoice.
- 7. TITLE. Your right to possession of the Equipment begins upon the Rental Items being signed for and terminates on the agreed "Due" date indicated on the front of this Contract. Title to the Rental Items and any Items used in the storage or transportation of the Rental Items are at all times remain in Best Rental Service.
- 8. CUSTOMER PICKUP AND RETURN. You are responsible for loading and unloading the Equipment in Your vehicle. If Our employees assist You. You agree to assume the risks of, and hold Us harmless for, any property damage or personal injuries (including death), including damage or injuries attributable to Our negligence, and You further agree that the direction and control of any loading and unloading is solely at Your direction, care, custody and control.
- 9. DELIVERY AND PICKUP. Delivery and pickup shall be at Our convenience. You grant Us the right to enter Your premises for the sole purpose of Delivery. Installation and Pickup of Our Equipment. You agree to pay a Delivery Charge for each Delivery or Pickup occasioned by You and required of Us. Additional charges for waiting time, will be incurred for delays in either Delivery or Pickup of the Equipment that are beyond Our control. Delivery and Pickup will be to ground level only. There is an additional charge per floor for Delivery or Pickup the Equipment within a 2 hour period, during a specific time (morning or afternoon) or outside our normal delivery hours. Chairs and tables will be delivered stacked. They must be stacked for Our Pickup. There is an additional charge for set-up and knockdown of the Equipment.
- 10. SECURITY/CLEANING DEPOSIT. The Deposit is used as security against missing and damaged Items, Items returned unclean and unpaid Rental Charges. The Deposit will be retunded after We have verified that all Items have been returned in good condition, clean and any adjustments have been made for lost or damaged Equipment and Rental Charges due.
- 11. OPERATION OF EQUIPMENT. You agree that: (a) You are satisfied with the instruction we have given You in the proper and safe manner of using the Equipment and have read, or will read before use, all written operating instructions and warnings supplied for the Equipment; or, that You are so familiar with the Equipment and its proper and safe use, and have told Us so, that such instruction is unnecessary, (b) No one other that You or Your employees will use the Equipment, except with Our written permission. You agree that only qualified persons will use the Equipment, and that You are solely responsible for providing competent operators.
- 12. INSTRUCTIONS/MATERIAL SAFETY DATA SHEETS. You acknowledge receipt of a copy of supplemental instructions for mechanical, electrical, or propane operated equipment, prepared and offered by Us, You agree to hold Us harmless and release Us from any and all claims for damage to property or bodily injury (including death), resulting from Your use or operation of the Equipment based on any instructions provided by Us. Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are available upon request.
- 13. ASSUMPTION OF RISK/RELEASE OF LIABILITY. You are fully aware and acknowledge that there is a risk of injury or damage arising out of the use or operation of the Equipment, and voluntarily elect to enter into this Contract and assume all of the risks of injury or damage. You agree to release and discharge Us from any and all responsibility or liability from such injury or property damage arising out of the use or operation of the Equipment during the Rental Period other than for Our gross negligence. You further agree to waive, release and discharge any and all claims for injury or damage against Us, which You may be otherwise entitled to assert.
- 14. DISCLAIMER OF IMPLIED WARRANTIES. WE MAKE NO WARRANTY AGAINST INTERFERENCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THERE IS NO WARRANTY OR REPRESENTATION THAT THE RENTED ITEM IS FIT FOR YOUR PARTICULAR INTENDED USE, OR THAT IT IS FREE FROM LATENT DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS CONTRACT. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM THE USE OF, OR ANY FAILURE OF, THE RENTED ITEM OTHER THAN FOR OUR GROSS NEGLIGENCE. WE WILL NOT BE RESPONSIBLE FOR ANY DEFECT OR FAILURE OF THE RENTED ITEM. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN THE RENTED ITEM IS TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THAT YOU NOTIFY US IMMEDIATELY OF SUCH FAILURE AND RETURN THE RENTED ITEM TO US WITHIN TWENTY-FOUR (24) HOURS OF SUCH FAILURE.
- 15. HOLD HARMLESS AND INDEMNITY. You assume all risks inherent in the operation and use of the Equipment by You and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnity, and hold Us harmless from, and release Us from, any and all claims for damage to property or bodily injury (including death), attorney's fees, and/or lability, or for loss of time or inconvenience resulting from the use, operation or Your possession of the Equipment, regardless of whether a lawsuit is filled and irrespective of any cause claimed or found other than Our gross negligence. With regard to Tents/Canopies this includes but is not limited to: Contact with underground utilities, or other obstructions; necessary surface repairs; fire, rain, half, high winds, formadoes, floods or other disturbances of nature and other Acts of God causing, Tent failure; damage and/or cleaning expenses to Tent due to cooking processes under or near Tents.
- 16. LINENS. You agree to return all linens dry and debris-free. DO NOT ROLL UP OR PLACE WET LINENS IN A PLASTIC BAG MILDEW WILL RESULT. If there is obvious damage to linens, such as food or liquid stains, mildew, tears, burn holes or linens with candle wax, You agree to pay the full replacement cost of the linens. A REPLACEMENT CHARGE OF \$1.00 PER SKIRTING CLIP AND \$.25 PER HANGER WILL BE INCURRED IF THE ITEM IS NOT RETURNED.
- 17. NECESSARY PERMITS AND LICENSES. Prior to the installation of a Tent, You Agree to obtain all necessary permits, or other consents from the appropriate government agencies at Your expense. At Your request, We will act as Your agent and obtain on Your behalf a Tent permit from the appropriate authorities at Our standard rate. Any additional permits, including special event permits, shall be Your sole responsibility.
- 18. SUBSURFACE CONDITIONS. You agree to inform Us of the existence of any underground utilities (e.g., phone, cable, sprinkler, sewer, gas lines, septic systems, pipes, underground liquid storage tanks, etc.) or conditions that may interfere with Our ability to stake and/or anchor Tents. It is Your responsibility to contact Sunshine State One Call (1-800-432-4770 or www.callsunshine.com) 48 hours in advance to mark the location of underground utilities.
- 19. MATERIAL. Tents are rented on an "As Is" basis. Although the vinyl fabric of the Tent have been treated for water repellency, We disclaim any guarantee or warranty as to the effectiveness of such treatment, or that the fabric of such Items will not stretch, shrink, crack, fade, tear, or leak.
- 20. WEATHER-RELATED RISKS. Tents are temporary structures and could possibly collapse during heavy rain, a thunderstorm, or windstorm. Evacuation of Tents during such weather is mandatory, You agree that in the event of predicted or actual hazardous weather We may dismantle the Tent to ensure the safety of all persons involved. You assume all weather-related risks in holding an outdoor, Tented event.
- 21. FORCE MAJEURE. Our performance under this Contract will be excused or may be delayed or modified without liability in the event of predicted or actual severe weather conditions, natural disasters, and other Acts of God beyond Our reasonable control.
- 22 TENT STAKING We assume no liability for holes, cracks, or other damage to concrete, asphalt, or any other surface on which a Tent has been erected. We will fill holes with asphalt or asphalt plugs, however, We make no warranty that asphalt will be restored to its original condition.
- 23. INSPECTION OF TRAILERABLE EQUIPMENT. You agree to inspect the trailer, trailer coupling mechanism, safety chains, lights, turn signals, and tires before leaving Our premises and acknowledge that You have received the trailer in a secure and operative condition. You also agree to inspect the Equipment periodically and to maintain the coupling and safety chains in a safe and secure condition at all times.
- 24. DAMAGE TO BUMPERS. You agree that We shall not be held liable for damage to Your automobile or other towing vehicle, including bumpers, caused by the trailer.
- 25. DAMAGE WAIVER. A Damage Waiver is not insurance. You are responsible for any damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of damage to the Equipment. Not withstanding the foregoing, Your liability for damage to the Equipment will not be waived in the following circumstances: (a) Linens bagged with food or liquid stains: mildew, tears, burn holes or linens with candle wax; (b) Shortages disclosed on inventory, either by unexplained disappearance, willful neglect, abuse, vanidalism or theft; (c) Damage due to Your neglect or misuse, (d) Loss of accessory Equipment, such as propane regulators, etc. You must establish proof of damage by return of the damage Items (or pieces thereof) and such other evidence as We may reasonably require.
- 26. LATE PAYMENT CHARGES AND COLLECTION COSTS. You agree to pay a Late Payment Charge of 1 ½ % per month (ANNUAL PERCENTAGE OF 18%) on any past due, unpaid balance of the Rental Charges. You agree to pay all reasonable costs of collection, including court costs, attorney's fees and other actual expenses incurred by Us in the collection of the charges due under the Contract or in the enforcement of this Contract.
- 27. CERTIFICATION AND THIRD-PARTY BENEFICIARY (Industry Professionals) You acknowledge receipt of all Equipment and that the goods are in good working order and repair. Your remedies are limited to those provided for in the Contract between You and Us. You agree that this Contract shall inure to the benefit of the Customer holding the special event for which You have agreed to serve as a professional. The Customer shall be considered a third-party beneficiary. You shall be responsible for all damage to and loss of the Equipment not caused by Ordinary Wear and Tear.
- 28. ALCOHOLIC BEVERAGES. If the Equipment is used incidental to, or in connection with, the dispensing of alcoholic beverages. You shall obtain adequate host liquor liability insurance identifying both You and Us as (named) insured and to present such proof of insurance coverage before taking delivery of the equipment. You agree not to serve alcoholic beverages to persons who may be intoxicated, minors or those to whom service may be improper for any reason.
- 29. SUBCONTRACT, We may, at Our sole option, and without reducing Our liability hereunder, subcontract all or any part of Our obligations under this Contract.
- 30. ATTORNEY'S FEES, COSTS AND VENUE. In the event of a dispute between You and Us regarding the terms of this Contract, or the rental of equipment, or to enforce any of the terms, conditions, or provisions, You agree to pay all costs and reasonable attorney's fees of Ours incurred asserting or defending Our rights herein. Venue for any lawsuit arising out of this transaction shall be in Broward County, Florida and the Laws of the State of Florida shall control the terms of this Agreement.
- 31. FACSIMILE COPIES. In instances where neither party can produce an original or counterpart of this Contract or any amendment thereto, a facsimile copy shall be troated as the original,
- 32. SEVERABILITY. Should any provision of this Contract be held to be invalid or unenforceable, the remainder of the provisions shall not be affected but be given full effect without regard to the invalid or unenforceable portions.
- 33. ENTIRE AGREEMENT AND MODIFICATION. This Contract represents the entire agreement between You and Us, and may not be amended or modified except by a subsequent written agreement signed by both You and Us.