

Gulf Coast Party And Event Rental LLC, Rental Contract

(1) DEFINITIONS: The following terms have the meanings appearing beside each:

- (a) "Actual Time In" means physical return of all Rented Items to Our premises and acceptance by one of Our representatives;
- (b) "Contract" and "Rental Contract" mean this Rental Agreement;
- (c) "Customer," "You" and "Your" mean the "Customer" or "Lessee" identified on Page 1;
- (d) "Out" means the amount of time elapsed between the Time Out and the Actual Time In;
- (e) "Page 1" means the first page or "face" of this Contract;
- (f) "Periodic Rental Rate" means the amount We charge for each Rented Item during each Rental Period;
- (g) "Rental Company," "We," "Us" and "Our" mean the Rental Company identified on Page 1;
- (h) "Rent" means the Periodic Rental Rate, plus all other fees and charges accruing under this Contract;
- (i) "Rental Period" means each interval (e.g., hour, day, week, month) for which Rent is charged;
- (j) "Rented Items" and "Equipment" mean the items being rented to You;
- (k) "Site" means the location given as the "Delivery," "Ship To" or "Job" address on Page 1;
- (l) "Term" means the period from the Time Out to the date and time the Equipment is "Due In" as specified on Page 1, subject to Our right of early termination. Unless otherwise specified herein, the Term will be deemed to be one (1) day (24 consecutive hours), commencing on the Time Out; and
- (m) "Time Out" means the date and time when the Rented Item(s) leave(s) Our premises.

Other capitalized terms used but not defined will have the meanings assigned on Page 1.

(2) RENT. In addition to the amounts coming due under any other provision(s) of this Contract, You agree to pay Us the Rent specified on Page 1, without reduction or setoff, for the period commencing upon the Time Out and continuing without interruption until the Actual Time In. If You fail to return any Equipment when it is Due In, You will continue to pay us Rent on the basis set forth on Page 1 for all additional time elapsed (a "Late Period") until the equipment is returned to, and accepted by, Us.

(3) RESERVATION DEPOSIT. You have provided Us with written estimates of the number of Rented Items that will be required for, and the duration of, Your event (the "Estimate"). The Rented Items identified in the Estimate will be reserved only upon Our receipt of a NONREFUNDABLE "Reservation Deposit" in an amount equal to 50% of the anticipated total Rent (the "Reservation Deposit"). The Reservation Deposit must be paid at the time of reservation and will not be refunded in the event You cancel this Contract.

(4) TAXES AND FEES. You will also be responsible for paying all taxes, fees and other governmental assessments, including without limitation, sales and use taxes, applicable to the rental of the Equipment.

(5) COUNTS. At least 7 days prior to the date scheduled for Your event (the "Inventory Date"), You will provide Us a final written inventory of all Rented Items You require (the "Inventory"), which Inventory will neither (a) reflect a reduction of more than 10% from the Estimate, nor (b) exceed the Estimate, unless otherwise agreed by Us (in Our sole discretion). If We have not received the Inventory as of 5:00 p.m. local time on the Inventory Date, the amount(s) of Rented Items reflected in the Estimate will be deemed final. We will invoice You for 50% of the anticipated Rent and other charges due hereunder on the Inventory Date.

(6) DELIVERY. [NOTE: Because delivery and retrieval requirements can vary substantially among operations and markets, We have included several choices below, which may be used individually or collectively, as appropriate under the circumstances].

(a) **Generally:** We will deliver and/or retrieve the Rented Items in exchange for the "Delivery/Retrieval Charge" specified on Page 1. You agree to provide Our personnel with reasonable access to the delivery destination at all times and agree to refrain from interfering with Our delivery, setup and/or retrieval of the Rented Items.

(b) **Setup and Breakdown:** Certain Rented Items, such as tables, chairs, linens, flatware and glassware, will be delivered on pallets, in crates, cartons or boxes, stacked, bagged, racked and/or strapped (collectively, "Packaged"). You agree that, upon return to Us, all Rented Items will be similarly Packaged, using the same packaging materials as those in which the Rented Items were delivered to You. If the Rented Items are not properly Packaged upon return to Us, You agree to pay Us a reasonable charge for re-Packaging (including without limitation, necessary employee and subcontractor time, as well as Rent during the time spent completing such re-Packaging). You agree to immediately replace or, at Our sole option, pay Us for, any and all packaging materials damaged, destroyed or lost prior to return to Us.

(c) **Multi-Story Buildings:** Delivery and retrieval will be provided at ground-level only, unless We agree otherwise in Our sole discretion. You agree to pay an additional charge as set forth on Page 1 for each floor to which We deliver any Rented Items at Your request.

(d) **RELEASE AND INDEMNITY:** YOU HEREBY RELEASE AND DISCHARGE US FROM ANY AND ALL LIABILITY AND DAMAGES (INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES) ARISING FROM OR ASSOCIATED WITH OUR DELIVERY, SETUP AND/OR RETRIEVAL OF THE EQUIPMENT, AS WELL AS ANY DELAY, FAILURE OR INABILITY TO DELIVER, SET UP OR RETRIEVE ANY EQUIPMENT.

(7) SITE PREPARATION. If We are to deliver any Rented Items, You agree to have the delivery Site clean and ready for the delivery and installation or dismantling and retrieval, and You agree to pay an additional charge for any delay incurred, or additional labor performed by Us resulting from Your failure to timely do so.

(8) THIRD PARTIES. We may, at Our sole option, engage ("subcontract") one or more third parties to provide portions of the Rented Items and/or services referenced herein. The terms of such engagements are confidential, and We will not be obligated to disclose them to You or to any other party. You agree to refrain from circumventing Our relationships by soliciting any of Our suppliers or subcontractors directly for information regarding Our relationships with them or engaging any of them to provide any of the Rented Items or services referenced herein.

(9.A) CERTIFICATION (CATERERS/EVENT PLANNERS). You acknowledge receipt of all Rented Items listed on the packing slip and that the Rented Items are in good working order and repair. Your remedies are limited to those provided for in the contract between You and the caterer (or event planner).

(9.B) THIRD-PARTY BENEFICIARY (CATERERS/EVENT PLANNERS). This Paragraph shall inure to the benefit of the customer holding the special event for which You have agreed to serve as planner or caterer ("Your Customer"). You will be responsible for all damage to and loss of the Rented Items not caused by Ordinary Wear and Tear (as defined in Paragraph (30)). If Your Customer is deemed a third-party beneficiary of this Rental Contract, You agree to INDEMNIFY, DEFEND AND HOLD THE RENTAL COMPANY (US) HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF COURT) ARISING IN CONNECTION WITH ANY DISPUTES BETWEEN YOU AND YOUR CUSTOMER.

(10) CARE OF RENTED ITEMS. You agree to protect the Rented Items from misuse, abuse, overuse and neglect and ensure that they remain in good condition and are protected from the elements at all times prior to retrieval by Our employees. All Rented Items must be returned in the condition required in Paragraph (29) "Return of Rented Items." You are the insurer of the Rented Items, meaning that You bear all risk of loss, theft, damage or destruction, regardless of cause (Ordinary Wear and Tear excepted). In addition, You agree to:

- (a) rinse and properly repackage all Rented Items prior to return to us;
- (b) pay a reasonable charge for cleaning any Rented Items returned dirty; and

(c) pay all other costs associated with returning (to the condition required in this Contract), or if necessary, replacing (which will include payment of full replacement cost, including without limitation, all packing, shipping and handling charges) any Rented Items not returned in the condition required by this Contract. Accrued Rent will not be applied against the purchase or replacement of lost, stolen, damaged or destroyed Rented Items.

(11) LINENS. If linens are included in the Rented Items, You agree to return them in laundry bags, dry and free of damage, mildew, stains, burns, dirt and debris. DAMP LINENS SHOULD NOT BE ROLLED OR PLACED IN BAGS, AS MILDEW WILL RESULT. You agree to pay the full replacement cost (including without limitation, all ordering, packing, shipping and handling charges) of any linens not returned or returned mildewed, damaged, permanently stained, burned or otherwise rendered unusable.

(12) ADDITIONAL CHARGES. In addition to the Rent, You agree to pay Our charges for the following goods and services if and to the extent We provide them:

- (a) delivery and retrieval;
- (b) setup/installation/breakdown (dismantling) of equipment, tents, chairs, tables and/or other Rented Items;
- (c) re-packaging, folding, stacking, boxing, bagging and/or cleaning of Rented Items;
- (d) changes of delivery and/or retrieval site;
- (e) service calls;
- (f) repair and replacement of lost, damaged or stolen delivery equipment and/or materials (except to the extent caused by Our employees);
- (g) retrieval, repossession and/or replacement of Rented Items not properly returned;

(h) any additional costs and charges We may incur in connection with accomplishing any of the foregoing tasks after regular business hours or on weekends or holidays.

(13) ALCOHOLIC BEVERAGES. If any of the Rented Items is/are used in connection with the dispensing of alcoholic beverages, You agree to obtain host liquor liability insurance naming the Rental Company as an "additional insured". You agree to ensure that all person(s) in any way connected with Your event (including without limitation, You and Your employees, agents and contractors) refrain from serving alcoholic beverages to any person who appears to be intoxicated.

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US), AND ITS (OUR) AGENTS, EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE PROVISION OF ANY ALCOHOLIC BEVERAGES OR OTHER INTOXICANTS TO ANY PERSON(S), WHETHER OR NOT DOING SO INVOLVES USE OF ANY OF THE RENTED ITEMS.

(14) AMUSEMENTS. AMUSEMENT RENTED ITEMS ARE INHERENTLY DANGEROUS AND SHOULD BE USED WITH GREAT CARE. You hereby assume all risks inherent in the use of the Rented Items by You and by any and all other person(s). You further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US), AND ITS (OUR) AGENTS, EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, INJURIES (INCLUDING DEATH), DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES") ARISING FROM OR ASSOCIATED WITH THE USE AND/OR OPERATION OF ANY AND ALL SUCH RENTED ITEMS, IRRESPECTIVE OF WHETHER ANY OF SUCH DAMAGES IS/ARE CAUSED, IN WHOLE OR IN PART, BY OUR NEGLIGENCE AND/OR ANY DEFECT(S) IN OR WITH RESPECT TO ANY OF THE RENTED ITEMS.

(15) REPAIR AND/OR REPLACEMENT. If any Rented Item proves inoperable or defective, malfunctions, becomes unsafe or otherwise fails to function in accordance with the manufacturer's specifications, You agree to immediately discontinue using it and notify Us within one (1) hour. Failure to notify Us promptly will result in Your being charged for all Time Out. If You do so and immediately return the Rented Item to Us, We will, at Our option: (a) promptly repair the Rented Item; (b) provide You with a reasonably similar replacement Rented Item, if available; (c) make a similar item available to You as soon as it becomes reasonably available to Us; or (d) cancel this Contract; and adjust the Rent. **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.** 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.

(16) POSSESSION/TITLE. We own the Rented Items, and 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. If You retain any of the Rented Items beyond the agreed Term without Our express written consent, You will be deemed to have materially breached this Contract. You will not take, grant or permit the taking of (and You hereby waive any and all) liens or other similar claims on any portion of the Rented Items, and You will take such actions as may be necessary, at Your sole cost and expense, to ensure that any and all such liens are released as soon as possible.

- (17) 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 estimated charges coming due under this Contract, and You agree to indemnify, defend and hold harmless the Rental Company with respect to the same.
- (18) WARRANTY WAIVER.** THE RENTED ITEMS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE), NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, THAT THE RENTED ITEMS ARE FIT FOR YOUR INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT THEY ARE FREE FROM DEFECTS (LATENT OR PATENT). NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE RENTED ITEMS, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. 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.

(19) WAIVER OF SPECIAL CONSUMER PROTECTION RIGHTS UNDER STATE LAW.

[Example:] I waive my rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of my own selection, I voluntarily consent to this waiver."

(20) ASSUMPTION OF RISK. You acknowledge that the possession, use, transportation and/or storage 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 OUR INTENTIONAL MISCONDUCT).**

(21) 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 THE RENTAL COMPANY 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 AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY YOU, YOUR EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT.

(22) RECEIPT/INSPECTION OF RENTED ITEMS. You acknowledge that You have received, inspected, examined and accepted the Rented Items, and that, as delivered to You, each is reasonably clean, in good operating condition and repair and otherwise in all ways acceptable to You. You have selected the Rented Items based on Your determination that they are appropriate for Your purposes, use, application and environment, and not based on any recommendation by Us. The Rented Items are provided to You AS IS, WHERE IS and without any warranty by Us as to their condition or appropriateness for Your purpose, except as expressly set forth in Paragraph (23) "Repair and/or Replacement."

(23) FAILURE OF RENTED ITEMS. In the event any Rented Item fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, You agree to immediately discontinue use, notify Us, and if directed to do so, return the Rented Item to Us. You further agree not to repair or have anyone else repair any Rented Item. Failure to timely notify Us will result in Your being charged for all Time Out.

(24) USE OF RENTED ITEMS. The Rented Items are authorized for use only by You and Your agents and employees (each of whom must be skilled, experienced, trained and authorized in its operation), at the location given as the "Ship To" or "Delivery" site or the "Job Address" on Page 1 (the "Site"). The Rented Items are authorized for use only for their ordinary purposes. You agree not to, and to ensure that Your employees do not: (a) use any Rented Item or any portion thereof for any other purpose; (b) use it for any illegal purpose; (c) remove it from the Site unless authorized in writing by Us; (d) use it without first ensuring that it has been properly maintained as specified by Us, the OEM and the applicable operating and/or maintenance manual(s); (e) use it in any unsafe condition or manner; (f) permit its use by any person other than Yourself or those of Your employees who are fully trained and competent in its use; (g) attempt to repair it without Our prior specific written approval; (h) abuse, misuse, overuse, commit waste of, or otherwise permit any damage to or destruction of such Rented Item; or (i) surrender possession of it to any other person, except a licensed common carrier that You return to Us with Our prior written approval. **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL OPERATOR (US) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARISING FROM OR ASSOCIATED WITH YOUR BREACH OF ANY ONE OR MORE OF THE TERMS OF THIS PARAGRAPH.**

(25) COMPLIANCE WITH LAWS. You agree to comply fully, at Your sole cost, with all laws and regulations applicable to the storage, use and transportation of the Rented Items.

(26) LOSS OR DAMAGE. You are the insurer of the Rented Items during the Term. You bear all risk of loss, theft, damage or destruction, regardless of cause (Ordinary Wear and Tear excepted). If any Rented Item is lost, stolen, 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, stolen, 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.

(27) RETURN OF RENTED ITEMS. You agree to return the Rented Items to Us during Our normal business hours at or before the end of the Term, or if We agree to retrieve the Rented Items, make them available for retrieval in a reasonably safe, dry and secure location immediately upon conclusion of Your event. Nonetheless, We may terminate this rental at any time by written notice to You and/or by retaking possession or control of the Rented Items in the event You breach any one or more of the terms of this Contract or threaten to do so. Rent will continue to accrue until We receive the Rented Items, and Your only right with respect to the Rented Items is to use them during the Term. You agree to ensure that, upon return to Us, the Rented Items are clean, free of all food, stains, burns, dirt and debris, rental-ready, and otherwise in substantially the same order, condition and repair as at the Time Out, "Ordinary Wear and Tear" (as defined in Paragraph (30)) excepted. You agree to pay a reasonable charge for any and all Rented Items returned in any other condition.

(28) ORDINARY WEAR AND TEAR. "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Rented Items in accordance with the terms of this Contract, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which You will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, non-standard use, and with respect to costumes, burns, stains, tears and split seams, as well as any other improper use, misuse, abuse, neglect, accident and intentional damage.

(29) LOADING AND UNLOADING. You are responsible for loading and unloading of the Rented Items, unless We deliver the Rented Items to the Site. If We do not provide delivery, **YOU ASSUME THE RISK OF DAMAGE OR INJURY AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US) FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES) ARISING FROM OR RELATED TO SUCH DELIVERY, LOADING AND UNLOADING.**

(30) ASSIGNMENT AND SUBLETTING. We may, at Our sole option, assign all or any portion of Our rights and/or remedies under this Contract without Your consent. **YOU MAY NOT ASSIGN YOUR RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY YOU SUBLEASE OR LOAN ANY OF THE RENTED ITEMS TO ANY THIRD PARTY WITHOUT OUR PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY YOU WILL, AT OUR OPTION, BE DEEMED VOID AB INITIO.** 274

(31) DEFAULT/REMEDIES. If You fail to comply with any provision of this Contract or any other agreement between You and Us in a timely manner, if You seek bankruptcy protection, or if an involuntary proceeding in bankruptcy is commenced against You, the same will be deemed an immediate and material breach of, and an event of default under, this Contract, whereupon We may, at Our option, exercise any or all of the following remedies:

- We may terminate Your right to possess and use the Rented Items, enter upon any premises where any of the Rented Items may be located WITHOUT NOTICE and retake possession of, immobilize and/or render unusable such Rented Items, WITH OR WITHOUT PROCESS OF LAW;
- If Your default deprives Us of the use of any Rented Item, We may purchase other replacement items and recover the cost of the same, together with any associated costs (e.g., packing, transportation, storage, delivery and taxes) from You;
- We may declare all Rent due and coming due under this Agreement, together with interest and late fees, if any, as well as attorneys' fees, immediately due and payable;
- We may seek immediate relief from any automatic stay in bankruptcy; and/or
- We may pursue any other remedy available to Us under this Contract or under applicable law.
- Our exercise of any one of these remedies will not constitute an election of remedies or a waiver of any other remedy We may have, it being understood that all such rights and remedies shall be cumulative.

(32) 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 become necessary for Us to retake any Rented Item to protect it from loss or damage, We shall be entitled, at Our option, to immediately and WITHOUT NOTICE, retake possession and control of, immobilize and/or render inoperable, such Rented Item without interference from You and WITHOUT PROCESS OF LAW. In the event We elect to do so, You agree (a) to provide Us with immediate access to each premises where the Rented Item may be located; (b) to gather and make the Rented Item(s) available for retrieval by Us; (c) to render such other assistance as We may deem necessary, and (d) that neither We nor Our agents will be liable for property damage, trespass, forcible entry, unlawful detainer or other similar transgression. You hereby irrevocably appoint Us as Your attorney-in-fact, which appointment is coupled with an interest, for the purpose of taking such actions and executing such documents as We may deem appropriate, in order to effect the foregoing remedies (or any of them) 283. You, for Yourself and for Your heirs, administrators, representatives, employees, agents, successors and assigns, hereby waive, and agree to indemnify, defend and hold harmless the Rental Company, its owners, shareholders, members, managers, officers, directors, employees and agents from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees, freight, storage, labor, packing and shipping) arising from or associated with such retaking.

(33) APPLICABLE LAW/VENUE. This Contract will be governed in all respects by the laws of the state in which Our office (from which You rented or purchased the Rented Items or merchandise) is located. You agree to the personal jurisdiction of the state and federal courts of appropriate subject matter jurisdiction in that state and hereby waive all claims that such courts lie in an inconvenient forum.

(34) WARNING REGARDING CRIMINAL CONVERSION. NOTICE: THE USE OF FALSE OR FICTITIOUS IDENTIFICATION TO OBTAIN RENTAL PROPERTY, THE FAILURE TO RETURN RENTAL PROPERTY OR THE FAILURE TO PAY FOR ITS USE, IS A CRIME AND MAY RESULT IN CRIMINAL PROSECUTION.

(35) ALLOCATION OF RISK. This Rental Contract allocates the risk of injury or damage to persons or property arising from the Rented Items or the transportation, storage, or use thereof, between You and Us. This allocation is recognized by You and is reflected in the rental rate.

(36) UNCONDITIONAL OBLIGATIONS. You acknowledge that your obligations to pay all Rent and other amounts due hereunder and to perform all the terms hereof shall be absolute, independent and unconditional, and shall not be limited or terminated by any unanticipated fact(s) or circumstance(s), unless the obligation to pay or to perform the same shall be limited or terminated by the express provisions of this Rental Contract. You hereby waive, to the extent permitted by applicable law, any and all rights you may now or hereafter have, by law or otherwise, to terminate this Rental Contract and/or any of Your obligations hereunder.

(37) SIGNATURES. This Contract may be signed in multiple counterparts, each of which will be deemed valid and enforceable, so long as they are identical (if not, the version signed by the Rental Company (us) will control). *[Optional: This Contract shall not be binding upon Us until signed by one of Our authorized representatives (prior to which, if first signed by You, it will be deemed a proposal by You to Us, which We may accept or reject, at Our sole option).]* For this purpose, facsimile and electronic signatures will be deemed the equivalents of originals.

(38) FUTURE RENTALS. You acknowledge that the terms of this Contract will be deemed to apply not only to the Equipment and other items (if any) identified on Page 1, but also to all additional Equipment and other items you may rent or purchase from Us (except as to the Rent and/or purchase price of such items, as applicable, which will be charged at Our published rates as of the date of each such rental or purchase), whether on the date of this Contract or at any time in the future (except only as to any Equipment and/or other items with respect to which You execute a new Rental Contract).

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.