

QUOTES:

Please review all quotes to ensure accuracy. Key areas to review:

*DELIVERY/WILL CALL/EVENT: Make sure these dates and times are correct.

*ITEMS RENTED: Insure items required are present on quote and the amounts ordered are accurate.

*ADDRESS/POINTS OF CONTACT/TELEPHONE NUMBERS/SPECIAL INSTRUCTIONS: We will try to accommodate special instructions whenever possible, let us know your specific needs. Please note that quotes DO NOT guarantee availability. To reserve rental items and ensure availability the quote must be converted into a reservation. This is accomplished by payment in full or payment of a deposit as described below.

DEPOSIT:

Rental orders of \$100.00 or more require payment of the applicable deposit. You may cancel an order in its entirety any time up to 31 days prior to the start date with no cancellation fee and expect a full refund. Reservations canceled within 30 days of the start date will forfeit the applicable deposit.

Rental orders that do not require Canopies, Linens, or any other items designated by Rental Center require a deposit of 25% "Rental Total".

Rental orders with Canopies require a deposit of 50% of the canopy cost. This deposit is NON-REFUNDABLE.

Rental orders containing linens require a deposit equal to the total cost of the linens or 25% of "Rental Total", whichever is greater.

RESERVATION:

Any change to a reservation with linen must be made no later than 12 business days prior to start date. This is necessary to guarantee availability of linens requested.

Changes to a reservation without linen must be finalized 72 hours prior to start date.

Changes to a reservation that has been pulled, loaded, or delivered are subject to a 50% restocking fee.

Reservations with delivery, installation, or other services require payment in full 7 days prior to start date. If the balance is not paid in full, the reservation WILL NOT be delivered, and all applicable deposits will be forfeited.

PAYMENT:

Payment can be made in person or online. We accept:

*Visa and Mastercard credit/debit cards.

*Cash or Check. When paying by cash or check, we require a Visa or Mastercard credit or debit card to be kept on file from the inception of the reservation until , the duration of rental period. All checks must be submitted 12 days prior to start date.

Customer acknowledges, understands and agrees to be bound
to the Terms and Conditions contained in this document.

TERMS AND CONDITIONS

For the purpose of this Contract, Reservation and Order ("Agreement") "Rental Center" ("Center") shall mean Platinum Party and Event Rental, LLC, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, assigns, family members and/or employees.

In consideration of hiring of the rental items/equipment (herein "the rental item or items") described on the Contract, Reservation and Order of this Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS.

CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTER.

2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.

CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. OPERATORS.

No operators are furnished, directly or indirectly with our rental items.

4. RECEIPT/INSPECTION OF RENTAL ITEMS.

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Customer hires the rental items on an “as is, where is, with all faults” basis. Customer acknowledges that they have, or will, personally inspect the rental items prior to its use and finds it suitable for Customer’s needs. Customer acknowledges receipt of all items listed in this agreement and that the rental items are in good working order and repair and that Customer understands (without further instructions) its proper operation and use. Customer acknowledges the equipment was received with all manuals and hazard/warning “stickers” required under the law.

5. POSSESSION/TITLE.

Customers right to possession of the rental items begins upon rental items leaving Center and terminates on the Agreed Return Date indicated on the Contract, Reservation and Order of this Agreement. Retention of possession after this date constitutes a material breach of this Agreement. Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the rental items is and shall remain in Center. Customer hereby agrees to indemnify, defend and hold Center harmless from any and all claims and costs arising from any retaking and/or levy. If rental items are levied upon, Customer shall notify Center immediately.

6. RENTAL PERIOD/RATE/PAYMENT.

Rental Period is specified in the Contract, Reservation and Order of this Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the rental items, it is agreed that the additional usage will be charged. Rental charges begin immediately upon rental items leaving Center. Rental charges end upon return of the rental items to Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the rental items may not be in actual use while in customer’s possession. If the rental items are returned prior to the end of the minimum rental period, the rental due shall be for the entire specified rental period. Center may terminate rental at any time and retake the rental items without further notice in case of violation by Customer of any terms or conditions of this Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Center a fee (which may go to Center’s general revenue and be utilized by Center to pay its environmental expenses and costs of compliance with environmental laws) for

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environmental compliance. Customer agrees not to use rental item in violation of environmental laws.

7. ORDINARY WEAR AND TEAR.

Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items. A cleaning charge will be made on items returned unclean.

8. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.

Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all local, municipal, county, state and federal laws, ordinances and regulations and ANSI standards which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, registrations, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies. Center may at the Customer's request, act as an agent to obtain permits and/or licenses from the appropriate government agencies. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Center or its sub-contractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without renter's prior written permission; or, allow a lien to be placed upon the rental items. Customer agrees to clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Center when rental items are

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found to need repair or maintenance or is not properly functioning. Customer acknowledges that Center has no responsibility to inspect the rental items while it is in Customer's possession. Customer authorizes Center to enter Event Location to deliver and pick-up items.

9. RETURN OF RENTAL ITEMS. Customer agrees to return to Center the rental items in as good condition and repair as when received, by Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the rental item and loss of rental revenue) to or loss to the rental items and liability incurred prior to rental item's return to Center. Customer shall be responsible for all costs incurred by Center recovering and returning damaged rental items to Center's premises. If the rental items are to be "picked up" by Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to rental items for a period of time until the rental items are picked-up by Center.

10. DISCLAIMER OF WARRANTIES.

Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental items are fit for Customer's particular intended use, or that it is free of latent defects. Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the rental items. Center shall not be responsible for any defect or failure unknown to the Center. Customer's sole remedy for any failure of or defect in the rental items shall be termination of the rental charges at the time of failure provided that Customer notifies Center immediately and in writing of such failure and returns the rental items to Center within twenty-four (24) hours of such failure.

11. PURCHASE ORDERS.

The use of Customer's purchase order number on this agreement is for Customer's convenience and identification only and does not bind Center.

12. SUBLETTING.

Customer agrees not to sublet, loan or assign the rental items.

13. DEFAULT.

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Should Customer in any way fail to observe or comply with any provision of this Agreement, Center may, at its sole option, terminate this Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Center. Exercise of any remedy available to Center shall not constitute an election of remedies or a waiver of any additional remedies to which Center may be entitled.

14. RETAKING OF RENTAL ITEMS.

If, for any reason, it becomes necessary for Center to retake the rental items, Customer authorizes Center to retake the rental items without further notice or further legal process and agrees that Center shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

15. LEGAL FEES.

In the event an attorney is retained to enforce any provision (including collection costs) of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

16. DAMAGE WAIVER.

Damage Waiver is Not Insurance. By customer accepting the Damage Waiver on Agreement and with immediate notification in the event of an accident and the prompt submission of applicable police reports, Center and Customer agree that Center will waive certain claims (eg: fire, flood, wind, accidental damage, and earthquake) against Customer for direct physical damage to the rental items while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the Damage Waiver:

A. Breakage, cigarette burns, candle wax, tears, unusual stains, etc, to China, Glassware, Flatware, Silver Service or Linen;

B. Any item of rental items or part thereof which is not returned for whatever reason, including theft;

C. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the rental items;

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D. Damage to motors or other electrical appliances or devices caused by artificial current;

E. Damage as a result of vandalism or malicious mischief or intentional abuse;

F. Damage resulting from misuse, abuse, failure to maintain, cleanliness, lack of lubrication or other normal servicing of rental items;

G. All damage resulting from overturning;

H. All damage resulting from use of the rental items in violation of any provision of this Agreement, violation of any law, ordinance or regulation.

17. NOTICE OF NON-WAIVER/SEVERABILITY.

Any failure of Center to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Center's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

18. INSURANCE.

Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the rental item, up to full replacement cost. Customer shall furnish Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Center as an additional insured.

19. MISCELLANEOUS.

A. This Agreement may be executed or delivered by facsimile or e-mail. If this Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Agreement and agrees to all the terms and conditions of such Agreement.

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to the Terms and Conditions contained in this document.

B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.

C. Customer authorizes and instructs Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

D. Customer authorizes Center to submit all Customer charges to Customer's credit card or debit card account.

E. WARNING: THIS PRODUCT DOES OR MAY CONTAIN AND/OR PRODUCE ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass covered land unless the engine is equipped with a spark arrestor.

G. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, augering, etc. Customer responsible for identifying and disclosing to Center all underground obstacles. Center not responsible for damage to above or below ground obstacles.

H. Customer is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

I. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

J. Customer waives any rights and/or claims to property "left with equipment" and instructs Center to "turn-over" such property (within a reasonable period of time and without duty of Center to inspect, protect or inventory such property) to the police department of the city where Center is located.

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K. Customer instructs Center to deliver equipment to address at which Customer represented it will be used and to leave such equipment at such location even if Customer is not present and Customer shall be solely responsible for such equipment pursuant to the terms and conditions of this Agreement.

L. Customer agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Customer's agent's signature of Agreement.

M. Customer agrees to discontinue use and safely secure and store all rental items in the event of adverse weather conditions, including, but not limited to, winds in excess of 20 miles per hour.

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to the Terms and Conditions contained in this document.

Platinum Party and Event Rental, LLC

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Fairfield, CA 94533

(707) 365-7981

info@pseventrentals.net

pseventrentals.net



DAMAGED / LOST LINEN

Each linen has a replacement value. If a linen is lost or not returned, torn, burned, candle wax or soiled beyond cleaning, the replacement value will be charged to the customer, in addition to the rental charges. Please **DO NOT** place linens in plastic bags as they will mildew quickly and cannot be cleaned without damaging the linen. Please be careful when using candles, as any wax on the linen will permanently damage the linen. We highly recommend that candles **NOT** be used. Any napkin used as a dish towel will be charged replacement cost.

PLEASE RETURN THE HANGERS! LOST OR MISSING LAUNDRY BAGS ARE \$30.00 EACH!

Thank you for your understanding and cooperation.

Platinum Party & Event Rentals, LLC