

(1) DEFINITIONS:

- (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) "Costumer", "You" and "Your" mean the "Costumer" or "Lessee", identified on the Estimate and this contract;
- (d) "Out" means the amount of time elapsed between the Time Out and the Actual Time In;
- (e) "Page 1" means the first page of "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 the 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) RENTAL PERIOD. You hereby rent from Us the Rented Items for the Term, and agree to pay Us the Rent of all Time Out. Except only as expressly set forth in this Contract, We **charge Rent for All Time Out, including Saturdays, Sundays and Holidays.**

(3) RENT. You agree to pay Us the Rent specified on the final Estimate, without reduction of setoff, for the period commencing upon the Time Out and continuing without interruption until the Actual Time In. You will continue to pay us Rent on the basis set forth on the final Estimate for all additional time elapsed (a "Late Period") until the equipment is returned to, and accepted by Us.

(4) RESERVATION DEPOSIT. 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.

(5) CANCELLATION. You may cancel this Contract without further obligation by delivering Us written notice of such cancellation at any time before 30 days prior to your scheduled event (the "Cancellation Deadline"). If You cancel this Contract you have 180 days to use or make valid your deposit with us, after said period of time the deposit will be canceled and lost.

(6) 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.

(7) PAYMENT. Payment of all anticipated Rent and other charges hereunder ("Payment") is due at least 5 days prior to the scheduled date of Your event (the "Payment Date"). Prepayment must be made in good funds (cash, cashier's check, money order, major credit card, PayPal account, Cash app account or any other payment account or app designated by Us). The Prepayment is not an upper limit of Your liability under this Contract. No Rented Items will be scheduled for delivery until Our receipt of the entire Prepayment amount.

(8) DELIVERY.

(a) **Generally:** 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) **Delivery/Pickup Dates and Times:** We will endeavor to deliver the Rented Items to the delivery destination within a reasonable amount of time of the approximate time scheduled. We may retrieve the Rented Items at Our convenience. If the delivery destination is inaccessible at the time agreed upon for delivery or retrieval, You agree to make arrangements in a timely manner to deliver or retrieve all rented items.

(c) **Delivery Location:** If You change the delivery location, You agree to pay Us an additional charge equal to Our costs, both direct and indirect, associated with such change (including without limitation, a delivery fee, depending on the delivery address, vehicle rental, additional employee and contractor time and any changes We incur as a result of performance delays in other rental contracts).

(d) **Multi-Story Buildings:** Delivery and retrieval will be provided at ground-level only, unless We agree otherwise in Our sole discretion.

(e) **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.

(9) 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.

(10) 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 references herein. The terms of such engagements are confidential and We will not be obligated to disclose them to You or to any other party.

(11) 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 prior to retrieval by Our employees. All Rented Items must be returned in condition required in paragraph "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 the cause (Ordinary Wear and Tear excepted). You agree to pay all other cost associated with the 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.

(12) LINENS: If linens are included in the Rental Items, You agree to return them, 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.

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

- (a) delivery and retrieval; in remote areas, out of town areas or adjacent cities
- (b) changes of delivery and/or retrieval site;
- (c) repair or replacement of lost, damaged or stolen delivery equipment and/or materials (except to extent caused by Our employees);
- (d) retrieval, repossession and/or replacement of Rented Items not properly returned;
- (e) any additional cost and charges We may incur in connection with accomplishing any of the foregoing task after regular business hours or on weekends of holidays.

(14) 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, ATTORNEY'S 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.

- (15) **INSURANCE:** You agree to maintain (a) property damage and casualty insurance on an "all risks" basis for the full replacement cost of the Rented Items (including without limitation, all risks of loss or damaged covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to Us in our sole discretion; and (b) commercial general liability insurance with proper limits per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the Rented Items during the Term, and shall name Us as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against Us. You agree to provide Us copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term, Any insurance We carry will be deemed to be in excess of Your insurance.
- (16) **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 LIMITATIONS, ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES") ARISING FROM OR ASSOCIATED WITH THE USE AND/OR OPERATION OF ANY AND ALL SUCH RENTED ITEMS. IRRESPECTIVE OF WEATHER 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.
- (17) **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. Failure to notify Us promptly will result in Your being charged of all Time Out. If you do so and immediately return the Rented Items to Us, We will, at Option: (a) promptly repair the Rented Item; (b) provide You with 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 DAMAGE.
- (18) **POSSESSION/TITLE.** We own the Rented Items, and title in and all of them will remain Ours at all times. 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.
- (19) **CREDIT CARD AUTHORIZATION.** Subject to such limitations as may be set forth in applicable law, You irrevocably and unconditionally authorize Us 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.
- (20) **WARRANTY WAIVER.** THE RENTED ITEMS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS". WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATIONS, ANY AND ALL WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE), NOR DO WE MAKE THE 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 CONTACT. 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. YOU 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.

(20.A) WAIVER OF ESPECIAL CONSUMER PROTECTION RIGHTS UNDER STATE LAW.

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 consultations with an attorney of my own selection, I voluntarily consent to waiver.

- (21) **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).
- (22) **HOLD HARMLESS/INDEMNITY.** You assume all the 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 LIMITATIONS, 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.
- (23) **SAFETY INSTRUCTIONS.** You acknowledge that You have received, carefully reviewed and are satisfied with, the training, instructions, operation and user manuals, and other information (including all training required under applicable OSHA and/or ANSI Standards, in any) regarding the proper and safe transportation, use, maintenance, repair and storage of the Equipment ("Instructions") provided by the Equipment's original manufacturer ("OEM") and/or Our employees. You will fully comply with, and will cause Your employees and agents to read and fully comply with such instructions. You will use the Rented Items only for the purpose for which each was manufactured, in a reasonable and safe manner, and in full compliance with applicable federal, state and local laws, rules and regulations. **USE OF THE RENTED ITEMS FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE, OR CONTINUED USE OF ANY RENTED ITEM THAT IS DEFECTIVE, DAMAGED OR MALFUNCTIONING, MAY RESULT IN INJURY TO PERSONS OR PROPERTY, OR DEATH.** Accordingly, You agree to immediately discontinue use of any Rented Item found to be defective, in need of repair or maintenance, or otherwise not properly functioning (an "Equipment Failure").
- (24) **RECEIPT/INSPECTION OF RENTED ITEMS.** You acknowledge that You have received, inspected, examined and accepted the Rented Items, and that, as delivered to You, in good operating conditions 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 "Repair and/or Replacement".

- (25) **FAILURE OF RENTED ITEMS.** In the event any Rented Items 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 Items to Us. You further agree not to repair or have anyone else repair any Rented Item. Failure to timely notify Us will result in You being charged for all Time Out.
- (26) **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; (e) use it in any unsafe condition or manner; (f) permit its use by any person other than Yourself or those 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 retain it to Us with Our prior written approval. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL OPERATION (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.
- (27) **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.
- (28) **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, weather 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 Items 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.
- (29) **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 retaking possession or control of the Rented Items in the event You breach any one or more of the terms of this Contact 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, and otherwise in substantially the same order, condition and repair as at the Time Out, "Ordinary Wear and Tear" excepted. You agree to pay a reasonable charge for any and all Rented Items returned in any other condition.
- (30) **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.
- (31) **LOADING AND UNLOADING.** 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.**
- (32) **ASSIGNMENT AND SUBLETTING.** We may, at Our sole option, assign all or any portions 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 LOAD 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.**
- (33) **FAILURE TO TIMELY RETURN.** You agree to return the Rented Items during our regular business hours, or if We are agreed to retrieve them, make them available for such retrieval at the end of the Term, If You fail to timely return any of the Rented Items or make them available for Our retrieval, You agree to pay (a) an additional charge equal to the amount(s) for such Rented Item, and (b) all costs and expenses (including without limitation, attorney's fees) We incur arising from or in connection with any : (i) collection and/or repossession activities We elect to pursue; (ii) loss of or damage to any Rented Items; and/or (iii) injuries or damages to persons or property, directly or indirectly resulting therefrom.
- (34) **INTEREST ON UNPAID AMOUNTS.** All amounts due and coming due under this Contract will bear interest at the lesser of (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid in full.
- (35) **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 of all the following remedies:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) We may seek immediate relief from any automatic stay in bankruptcy; and/or
 - (e) We may pursue any other remedy available to Us under this Contract or under applicable law.
 - (f) 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, or being understood that all such rights and remedies shall be cumulative.
- (36) **INTEGRATION.** This Contract represents the entire agreement between You and Us and **cannot be modified by oral agreement.** There are no oral or other representations, warranties or agreements not included in this Contract. You acknowledge that **this Contract may be amended only in a writing** signed by both You and Us.
- (37) **APPLICABLE LAW/VENUE.** This Contract will be governed in all respects by the laws of the state of Texas in which Our office 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.
- (38) **WAIVER OF JURY TRIAL.** EACH PARTIE WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OR ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, THIS WAIVER PERTAINS TO ALL DISPUTES THAT MAY RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS, AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (A) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (B) ACKNOWLEDGES THAT

HE/SHE/IT HAS HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL. ACCORDINGLY, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS JURY TRIAL RIGHTS.

- (39) **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.
- (40) **ENFORCEMENT.** You agree to pay Us all attorneys' fees and other costs We may incur in enforcing or exercising Our rights under this Contact, whether or not suit is filed.
- (41) **SEVERABILITY.** If any provision of this Contact shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Contract, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and enforceable.
- (42) **NO WAIVERS.** No exercise, nor any failure or delay by Us in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights and/or remedies. Nor will Our receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from You operate to waive or release, in whole or in part, any claim(s) arising hereunder or in connection herewith (excepts as or the portion(s) thereof actually received by Us in cash or other good funds).
- (43) **TIME.** Time is of the essence in this Contact.
- (44) **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.
- (45) **UNCONDITIONAL OBLIGATIONS.** You acknowledge that your obligation 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 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.
- (46) **AGENCY DISCLAIMER.** You acknowledge that We are neither the manufacturer nor the agent of the manufacturer(s) of the Rented Items.
- (47) **SIGNATURES.** This Contract may be signed in multiple counterparts, each of which will be deemed valid and enforceable, the version signed by the Rental Company (us) will control. For this purpose, facsimile and electronic signatures will be deemed the equivalents of originals.
- (48) **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 rentals 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).

PARTY BOUTIQUE RENTALS LLC

Signature: _____ AJC _____
Authorized Signatory.

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