



RENTAL CONTRACT

TERMS & CONDITIONS

11810 Manchaca, Austin 78748 (512) 292-3900

11002-A Metric Blvd., Austin 78758 (512) 870-8552

1816 Ponderosa Dr., College Station, 77845 (979) 696-5555

1. The rented item (s) shown on renter's order are the property of Premiere Events (hereinafter referred to as Premiere) and are rented subject to this agreement for rental charges stated and for the period of time noted on page 1 of the order. If renter wishes to extend the rental beyond the rental order term, renter must notify Premiere and obtain approval. **Additional charges may apply**, and shall, if applicable, be **due at the time approval is granted**. If this agreement has not been extended and renter fails to return the item(s) or make the item(s) available for retrieval, Premiere may, in order to enforce its property ownership and to protect its interest under this agreement, retake the item(s) at any time. To do so, Premiere or its representatives may enter renter's property and renter hereby waives any right of action against Premiere for such entry and retaking.

In addition, renter acknowledges that failure to return rented item(s) or make rented items available for retrieval within the contracted time, and/or the sale or concealment of rented items is prohibited and that such action may constitute a crime. Premiere, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting renter to prosecution. Renter agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item(s), or otherwise in enforcing the terms of this contract.

2. Renter hereby agrees that he/she/they are satisfied with the instruction, if any, given by Premiere in the proper and safe manner of using the rented item(s) or that he/she/they are sufficiently familiar with the item(s) and its proper and safe operation. Renter further agrees that the item(s) will be used only at the address designated and for the purpose for which the item(s) was manufactured and intended and that all labels, warnings, prohibitions, and printed instructions, if any, will be followed.

Renter assumes all risk inherent in the operation and use of the item(s) and agrees to assume the entire responsibility for the defense of, and to pay, indemnify and hold Premiere harmless from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be in part from Premiere's negligence, from the defective condition of the item(s) or from any cause. RENTER AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

3. FROM THE TIME THE ITEM(S) IS/ARE PICKED UP BY OR DELIVERED TO Renter, UNTIL THE TIME THE ITEM(S) IS/ARE RETURNED TO OR RETRIEVED by Premiere, Renter is RESPONSIBLE FOR THE ITEM(S). If the rented item(s) is lost, stolen, or damaged while in renter's care, **regardless of fault**, renter is responsible, and shall remit to Premiere, upon demand, the full replacement value of the rental item(s), including labor and shipping costs.

4. If the rental item return instructions, including cleanliness of dishware, glassware, flatware, and cooking/food service items (**rinsed or wiped free of food and placed in the original container**) and disposition of soiled linens (**shaken, stored dry, in the linen bag provided and returned with Premiere's hangers**) are not followed, ADDITIONAL CHARGES WILL BE ASSESSED TO AND COLLECTED FROM Renter. Renter hereby authorizes Premiere to assess such charges and to collect, immediately and upon demand, any balance due.

5. In accordance with Premiere's Policies, Damage Waiver Protection has been automatically added to renter's order. In exchange for damage waiver fees assessed and subject to the limitations and exclusions below, Premiere agrees to relieve renter of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset, and riot. **Premiere excludes from the waiver** any loss or damage due to theft, burglary, collusion, misuse or abuse,

theft by conversion, intentional damage, mysterious disappearance, or **any loss due to failure to care for the rented item(s) as a prudent person would his/her/their own property. Damage waiver protection does not apply if a renter fails to protect Premiere's property from rain or water** (by moving Premiere's property indoors or to higher ground or completely covering Premiere's property), and/or fails to protect Premiere's linens from wax damage.

If any loss tends to indicate a crime may have been committed, a further condition of this waiver is that renter must file a report to the proper law enforcement authorities and furnish Premiere a copy of same. If renter has insurance for the loss or damage, renter must exercise, and shall empower Premiere to exercise all renters rights to obtain recovery under insurance, shall cooperate with Premiere to obtain recovery, and all insurance proceeds shall be given or assigned to Premiere Events.

Renter may Decline Damage Waiver Protection by executing the Declination and complying with other requirements in the DAMAGE WAIVER DECLINATION portion of this contract (See box below Item 7).

6. Neither party will be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as natural disasters), government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, or any other cause beyond the reasonable control of the party whose performance is affected. Should Renter's Event be canceled, postponed, or otherwise adversely impacted as a result of a force majeure event, there will be no refunds for payments already received by Premiere, but Premiere will make all reasonable efforts to work with Renter to execute the Rental Agreement at a later date.

7. This document, along with the Rental Reservation Agreement if executed, represents the entire agreement between renter and Premiere. There are no collateral, oral or other agreements outstanding. None of Premiere's rights may be changed and no extension of the term of this contract may be made except in writing, signed by Premiere, and made a part of this agreement.

Renter is solely and completely responsible for verifying that his/her/their rental order is complete and accurate when a) picked up from a Premiere location or b) delivered by a Premiere Team member. Any order shortage must be reported to Premiere no later than the Close of Business on the day of Pickup/Delivery. Renter will be charged for ALL items on the rental order unless a shortage is reported as set forth herein.

I hereby acknowledge and stipulate that I have read and agree to all terms and conditions of this agreement. Unless declined, I also accept and agree to the damage waiver charge.

Renter or Authorized Agent

Date

DAMAGE WAIVER DECLINATION. Renter hereby declines benefits of Damage Waiver Coverage, as explained in item 5 above. Renter fully understands that he/she/they are fully responsible for the retail replacement cost, plus shipping, handling, and any other customary charges should damage to or loss of Premiere's rental item(s) occur. **Renter has completed the Damage Waiver Declination form**, preauthorizing Premiere to charge such loss or damage, should it occur, to the credit card provided, and, if the credit card provided is not processed by the issuer, to provide prompt payment (defined as 10 days from the date renter receives notification of any product loss or damage) for any inventory loss or damage in some other form acceptable to Premiere.

Renter or Authorized Agent

Date