

## RENTAL AGREEMENT

For the purpose of the Rental Agreement, "FYO" shall mean *For Your Occasion Party Rentals a wholly owned company by Hobson's Choice, Inc., and its employees*, and "Client" shall mean the customer, its agents and/or employees. In consideration of hiring of the rental items (herein "the rental items or items") described in this rental agreement it is agreed as follows:

### 1) RESERVING EQUIPMENT:

Quotes and proposals do not guarantee the availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental agreement, and a 50% deposit (cash, check or credit card).

### 2) FINAL PAYMENT:

A FYO representative will contact the client one week prior to event to confirm the final count of the order, to confirm all delivery details and instructions, and to receive full payment. Orders are considered complete at the time of confirmation. Any changes that occur after this deadline may incur additional charges. No orders will be scheduled for delivery until full payment is received.

### 3) ACCOUNT PAYMENT TERMS:

Client agrees to pay any collection on this account or any dispute arising out of this Rental Agreement. Account customers payments terms are net 10 days from the date of the event including all amounts not collected in advance and in accordance to our deposit policies. FYO may charge a fee of \$25.00 on all returned checks. Late payment finance charge will be 2% of total due per month. Any discounts applied to rental agreement will be voided if over 30 days past due. FYO may elect at any time to revoke credit or open account privileges.

### 4) CANCELLATION:

FYO requires a minimum 2 (two) week cancellation notice on all rental equipment. Within said 2 (two) weeks, fifty % of your paid deposit will be eligible for refund. Within 48 hours of the scheduled delivery or customer pick-up of order, the cancellation charge will be 100%.

### 5) RENTAL PERIOD:

All rental rates are based upon a 72 hour rental period. Typical rental periods begin on Friday and end on Monday. If customer requests rental period to be extended, additional rental rates may be applied. If FYO, due to their scheduling convenience, delivers rental items earlier or extends longer than the scheduled rental pickup, there will be no additional charges to the customer. Extended rental periods due to holidays may also incur an additional charge.

### 6) DELIVERY/PICKUP SERVICE:

Delivery/pickup service is available on all orders regardless of size. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for 2<sup>nd</sup> floor or higher delivery locations, excessive distance for loading and unloading trucks, specific delivery and pickup times, and after-hour delivery and pickup times. All items are to be delivered and picked up at a designated location. To guarantee delivery or pickup at a specific time, within a 2 hour time frame, after-hours or on holidays an additional fee will be applied. The Client should be available to count all items upon delivery and pickup. Otherwise, the counts will be considered accurate.

### 7) RETURN OF RENTAL ITEMS:

Client agrees to return to FYO the rental items in good condition as when received by agreed Return Date. Client shall be responsible for all cost incurred by FYO recovering and returning damaged rental items to FYO's premises. If the rental items are to be "picked up" by FYO, Client agrees to provide a secure location and Client accepts all risk including damage to and liability relative to rental items for a reasonable period of time until the rental items are picked up by FYO. If additional pick-ups are needed, a delivery surcharge may be applied

### 8) CARE OF RENTAL ITEMS:

Responsibility for equipment remains with the Client from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather. Client shall be responsible for all damage to rental items. Damage includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; vandalism; dirtying of rental items by paint, mud, plaster, concrete, rosin or any other material.

### 9) SAME DAY DELIVERY:

The charge for a same day delivery is subject to an expediting fee. This charge is applicable to all clients placing an order on the same day as the delivery.

### 10) SITE PREPARATION:

Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crews arrives. Client will inform FYO of the existence of any underground utilities (i.e. phone or gas lines, septic system, irrigation system, etc.) or conditions that may interfere with the ability to stake and/or anchor equipment. All underground utilities and irrigation systems must be clearly marked before the equipment can be installed. By signing this agreement Client assumes all responsibility for any damage to underground equipment.

### 11) WEATHER:

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. However there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must evacuate (and not seek shelter in) tents during such conditions.

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. Client understands that it is Client's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of tents.

Client agrees that in the event if predicted or actual storm or excessive winds, FYO may dismantle any equipment that has been previously installed to ensure safety of all involved. Inclement weather may delay or prevent FYO from installing equipment at an event. In the case of a natural disaster such as a hurricane or tornado, which no one can predict in advance, FYO will not refund any monies paid due to cancellation of rentals, however any monies paid will be applied toward future rentals.

**12) DAMAGE DEPOSIT:**

Under certain circumstances or for certain rental items, a damage deposit may be required. The damage deposit is fully refundable if all items are returned in the same condition as delivered or picked up. This does not include items covered under the Inventory Protection Plan. Damage or loss of items will result in reduction or forfeit of damage deposit.

**13) INVENTORY PROTECTION PLAN:**

Certain Rental items may be included in the Inventory Protection Plan. If applicable this plan is not insurance and will only apply to the rental items defined within this policy. Except as otherwise provided FYO and the client agree FYO will waive any claim against the Client for direct physical damage to, or loss of, the rental items which are included in the Inventory Protection Plan. Excessive loss or damage is not included in this program. The items included are in the "Tableware Category" and include the following: flatware, dishes, glasses, serving pieces, tablecloths, runners and napkins (other than special orders) and other miscellaneous tabletop items. Client will be automatically billed a flat 10% of gross rental rates related to the above items. NO other rental items are included in this plan and all loss and damage to such other rental items, and excessive loss or damage to items in the tableware category, will be paid by Client as provided above.

**14) CLEANUP/PREPARATION FOR PICK OR RETURN:**

All floral arrangements, trash, and decorations of any kind should be removed from rental equipment before being returned to the store or the scheduled pickup time. All chairs and tables should be broken down and stacked as delivered. All food service equipment must be well rinsed and food and particle free. For every piece of food service equipment that has not been well rinsed, a cleaning charge will be applied to each piece of equipment. Grills must also be returned clean. Linens should be shaken out, food and particle free, and put into linen bags provided. Linens that are returned with burns, holes, tears, or permanent stains will be billed at replacement cost. Cleaning and/or possible replacement charges will be applied to linen returned with wax or mildew stains. A cleaning fee will be charged for each piece of candelabra returned with excessive wax. Please note that the racks, containers, and bags that we deliver with the equipment are also considered For Your Occasion Party Rentals rental equipment. Replacement charges will be enforced if these items are not returned.

**15) PERMITS /LICENSES/COMPLAINE WITH LAW/USE RENTAL ITEMS:**

Client agrees not to use or allow anyone to use the rental items in any illegal manner or in an unsafe manner. Client agrees at his sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Client shall at its own expense and prior to the installation of the rental equipment provide all necessary permits, licenses, and other consents. If permits of licenses are denied for any reason, the Client is still responsible for all financial and other obligations pursuant to this agreement to FYO or its subcontractors. Client agrees not to sublet, loan or assign the rental items from the address at which Client represented they were used.

**16) ADDITIONAL CHARGES:**

Additional charges may apply if:

- A. Changes are made to the order after items have been pulled and ready for pickup or delivery.
- B. The site is not ready or accessible when crew arrives.
- C. The tent and rented equipment is not ready for prearranged pickup.
- D. Delivery or pickup is to or from any location other than ground level (upstairs or downstairs)
- E. All chairs and tables are not stacked and as delivered for pickup
- F. Client requires deliveries or pickups before or after normal business hours.
- G. Client will be charged \$30.00 each for linen bags that are not returned with linens.
- H. Client will be charged a \$25.00 fee for any chafers, beverage fountain, glassware and china that are not free of food or beverages.
- I. If equipment rented is not returned with all working parts

**17) INDEMNIFICATION AND DEFENSE:**

Client agrees that if any legal proceedings are brought against FYO to recover compensation for injuries to individuals or damages to personal property occurring in connection with the event, Client will provide a defense for, FYO and any of its employees named in such proceedings and will indemnify For Your Occasion Party Rentals and its employees for any judgment rendered against them.

**18) DISCLAIMER OF WARRANTIES:**

RENTER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the rental equipment is returned to the Renter within 24 hours after such failure. Renter shall not be responsible for any loss, damage, or injury to Client or Client's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment. Be sure all equipment is returned according to these TERMS AND CONDITIONS. The Client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be Client's responsibility.

**ACKNOWLEDGEMENT OF ENTIRE AGREEMENT:**

I have read and agree to these Terms and Conditions and by my signature below I am the Client under this agreement. By signing below, I am authorizing Renter to process charges on my credit card(s) and/or debit card(s) for deposits, incremental authorizations/deposits, and charges incurred. I understand that I am held responsible for any damaged or lost items rented from For Your Occasion Party Rentals.

X \_\_\_\_\_

Date \_\_\_\_\_