

Emmanuel Party Rentals, LLC. Terms And Conditions

For the purpose of this Rental Agreement, "EPR" shall mean Emmanuel Party Rentals, LLC., its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, family and/or employees. In consideration of hiring of the items (herein "the rental item or items") described on the Rental Agreement 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 HOLD HARMLESS EPR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGEMENTS, ATTORNEY'S 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 EPR.

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 RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE THE EPR 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 EPR WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. TITLE AND OWNERSHIP: The items rented shall at all times be and remain the sole and exclusive property of the EPR. Customer shall have only the rights to use the rental items in accordance with the terms of this Rental Agreement. EPR shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate, or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of EPR. It is expressly intended and agreed that the rental items shall be personal property even though the rental items may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the express written permission of EPR.

4. INSPECTION: Customer acknowledges that Customer has had an opportunity to personally inspect the rental items and finds the rental items suitable for Customer's needs and in good condition. Customer understands the proper use of the rental items. Customer further acknowledges it is Customer's responsibility to inspect the rental items prior to use and to notify EPR of any defect.

5. REPLACEMENT OF MALFUNCTIONING ITEMS: If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue the use of the rental items and notify EPR. EPR will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. EPR is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

6. WARRANTIES: EPR is not the manufacturer of the rental items nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied in this Rental Agreement. There is no warranty that the rental items are suited for Customer's intended use, or that the rental items are free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specially waived by customer.

7. HOLD HARMLESS AGREEMENT: Customer shall defend, indemnify and hold harmless EPR, its employees, agents, and subsidiaries, from and against all claims, demands, including claims of or liabilities to third parties, liabilities, losses, damages to property or otherwise, and expenses of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees, agents of Customer or any subcontractor of Customer. The indemnities included in this paragraph 7 shall include reasonable attorney's fees paid by EPR in defending any suit and actions involving liability covered by the indemnification provision in this paragraph 7.

8. TIME OF RETURN: Customer's right of possession shall terminate on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this EPR. Time is of the essence in this Rental Agreement. Any proposed extension must be agreed to by EPR in writing, at EPR's sole discretion.

9. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS: The EPR may assign its right under this Rental Agreement without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the EPR's written permission. Any purported assignment by the Customer is void.

10. RETURN OF RENTAL ITEMS: At the termination of this Rental Agreement, Customer shall return all the rental items to EPR's premises during EPR's regular business hours, in the same condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the rental items that may occur because of Customer's failure to return the rental items within EPR's regular business hours. If EPR has agreed to deliver the rental items to Customer or to pick up the rental items from Customer, Customer shall be responsible for all losses or damage to the rental items from time of delivery to Customer until picked up by EPR.

11. INSPECTION BY EPR: EPR shall at all times have the right to enter any premises where the rental items may be located for purposes of inspecting it, observing its use, or removing it from Customer's premises.

12. 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 Customer's 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. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's 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 governmental agencies. EPR may, at the Customer's request, act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Rental Agreement to EPR or its subcontractors.

13. 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 losses and/or damage to the rental item, up to full replacement cost. Customer shall furnish EPR with a Certificate of Insurance evidencing the foregoing insurance requirements and naming EPR as an additional insured upon request.

Customer shall not allow any person who is not qualified, who has not received and who does not understand the 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 the rental items are in need of repair or when the rental items are in an unsafe condition or situation; modify, misuse, harm, or abuse the rental items; permit any repairs to occur on the rental items without EPR's prior written permission; or, allow a lien to be placed upon the rental items. Customer agrees to visually inspect the rental items at least daily and to immediately discontinue use and notify EPR when rental items are in need of repair or maintenance, or are not properly functioning. Customer acknowledges that EPR has no responsibility to inspect the rental items while they are in Customer's possession.

13. DELIVERY/PICK-UP: Delivery is made at the closest point a delivery truck can park. Extra charges to Customer will result in upstairs or elevator deliveries or in any situation where extra delivery time is required. Our service does not include set up and take down of tables and chairs. If this service is required, arrangements should be made several days prior in advance and a special charge will be quoted. If no arrangements are made and this service is desired on delivery our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick-up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one day rental fee. A knock down fee will result if rental items are still up.

14. LINENS: Table linens are inspected prior to pick-up and upon return. **DO NOT PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns, or tears, you will be charged the replacement cost of the linen, same as though it were a sale. Return all linens dry and free of waste.

15. DIRTY OR DAMAGED ITEMS: Customer agrees to pay for any damage to rental items that occurs while rental items are not in the possession of EPR, except for reasonable wear and tear. Customer also agrees to pay reasonable cleaning fees for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by EPR, or at the EPR's option, by others.

16. THEFT OF RENTAL ITEMS: The Customer agrees to pay for rental items at the replacement cost when rented for all types of theft or mysterious disappearance of rental items. The Damage Waiver in paragraph 16 does not cover theft.

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

18. LEGAL FEES: In the event an attorney is retained to enforce any provision of this Rental 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. It is hereby agreed by and between the parties hereto that any action to enforce the terms of this agreement shall only be brought in the North Orange County Justice Center located in Fullerton, California.

19. WEATHER RELATED RISKS: Customer assumes all weather related risks involved in holding an outdoor tented event. EPR will endeavor to minimize said risk, however, should the tenting become unstable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond EPR's control, Customer shall still be liable for payment in full of all charges. In the event of severe winds, or heavy rain, tents should be evacuated immediately and never utilized as a shelter. EPR takes no responsibility for any damages to persons or property, which occur as a result of extreme weather conditions, or failure to properly evacuate when such conditions are present.

20. PREPARATION OF SITE: Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the EPR's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

21. MATERIAL: All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

22. COOKING UNDER TENTS: Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

23. ELECTRIC POWER AND LIGHTING: Customer agrees to furnish EPR access to, and the right to use Customer's electrical and power lines for the installation and operation of rental items.

24. UNDERGROUND FACILITIES: Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of EPR's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To have EPR identify Underground Facilities, Customer must call one week prior to installation. Customer responsible for any damages due to digging, staking, etc.

25. STAKES: Stakes will be driven into the ground by EPR to install tent(s). Emmanuel Party Rentals, LLC. shall have no liability for any damage resulting to property, persons, or underground systems, such as water, sewer, gas, etc. Customer agrees to indemnify and hold harmless EPR from any such liability.

26. NOTICE OF NON-WAIVER/SEVERABILITY: Any failure of EPR to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of EPR's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

27. FINANCE CHARGE: Established open accounts are net 15. Past due accounts bear late payment penalties at 1.5% per month.

28. REVERTING TO DAILY RATE: At EPR's sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. EPR will not refund any items out over thirty minutes. EPR may, at its sole discretion, report the rental property stolen if held five days beyond "Due In" date.

29. Purchase Orders: The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not find EPR.

30. "Blank/Open Check": Customer authorizes and instructs EPR to complete Customer's "blank/open check" and to "fill-in" the amount of all charges. Customer authorizes EPR to submit all Customer charges to Customer's credit card account.

I hereby agree to all aforementioned Terms and Conditions:

Signature: _____ Date: _____