TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and L.A. Tent Rentals, Inc., d/b/a "L&A Tent Rentals/L&A Tent & Event Rentals" (hereinafter also referred to as: "L&A," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items provided to you, as identified on P.1 (including all "Instructions" referenced in Section [or "§" 5] below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Site" means the address set forth on P.1 where the Item(s) will be delivered and/or used.
2. You agree to rent the Rented Item(s) from L&A for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and assume all responsibility for loss and damage to such Item(s), until all Rented Item(s) is/are returned to and accepted by L&A in the return condition required under this Contract (including § 7). Unless otherwise specifically agreed by L&A, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional amounts will be due for late returns, misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay L&A: (i) any deposit specified on P.1 (or if not specified, 100% of the Estimated Rent) upon making your reservation with L&A; (ii) the remainder of the Estimated Rent not later than 7 days prior to the Term (together with the deposit, the "Prepayment"); and (iii) any additional amounts coming due hereunder upon our demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to L&A; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed in writing by L&A. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
3. Except with respect to Items L&A rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), L&A alone owns and will retain title to all Rented Items. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your obligation to fully and timely comply with this Contract during the Term. You **SHALL NOT:** (a) suffer or permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item; or (b) **transfer, sublease, license, store, repair, surrender possession of or assign any Item(s) or this Contract** without L&A's prior written consent (in our sole discretion). L&A may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of L&A.
4. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, installation and/or retrieval), you will: (a) pay our stated charge(s) for the same; (b) be present (or ensure your representative is present) at the Site at the agreed time(s); and (c) ensure our representatives have full access to the Site at all times. L&A will not be responsible for any delay(s) caused by other parties, including any providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless L&A (including all waiting time). If you are not present upon delivery or retrieval of the Item(s), you agree to accept the statements of L&A's representatives regarding the same (including the status, location(s), condition and quantities of the Item(s) and the Site).
5. Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by L&A; and: (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable **Fire Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA and SAIA Standards)** pertaining to the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables **(call 811 and go to www.nj1-call.org at least 3 business days in advance),** and timely obtain all necessary licenses, authorizations, permits and approvals as well as the consent of the owner(s) of the Site, prior to commencement of the Term; (v) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item; (vi) will immediately cease using any

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Rented Item that malfunctions or proves defective (a "Malfunction"); (vii) will ensure that adequate and proper power, heating and lighting are provided at all times; and (viii) will cause all others to fully comply with this Contract.

6. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full compliance with this Contract (including §§ 5, 6 and 7); and (b) **ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES.** You will not, nor will you permit anyone else to: (A) use open flames in, under or near any Temporary Structure; (B) abuse, misuse, overuse, move, remove from the Site, reposition, conceal, repair, modify, damage or destroy any Rented Item; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without the prior written consent of L&A.
7. You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored out of the elements and locked when not in use; and (c) return them to L&A on time, rinsed clean and in good order, condition and repair. If you fail to comply with this § 7, then in addition to the amounts set forth on P.1 and your other obligations arising under this Contract, you agree to pay us: (i) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required; and (ii) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s). Certain Rented Item(s) may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return to us, you will ensure that all Rented Items are properly Packed and free of burns, stains, mold, mildew and discoloration. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**
8. In the event of a Malfunction (as defined in § 5), you will immediately cease using and evacuate the Malfunctioning Item and notify us. Provided the Malfunction did not result from the wrongful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable replacement; or (c) return the unused portion of the Rent for such Item, and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. We will have no other obligations regarding Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages.
9. **WARNING: TENTS, CANOPIES, STAGES AND FLOORS ("TEMPORARY STRUCTURES"), AND EQUIPMENT USED FOR COOKING AND/OR HEATING CAN BE DANGEROUS AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER** (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). You agree to: (a) conspicuously post an OSHA-compliant **EVACUATION PLAN** on or near each Temporary Structure; and (b) if hazardous weather occurs or threatens: (i) **DISCONTINUE USING AND EVACUATE** such Rented Item(s); (ii) notify us of the same as soon as possible; (iii) take all necessary steps to: (A) ensure the safety of all occupants and their property, and (B) protect all Rented Items; and (iv) **PERMIT US IN OUR SOLE DISCRETION, TO POSTPONE DELIVERY AND/OR INSTALLATION OF, AND/OR DISMANTLE, STORE AND/OR RETRIEVE ANY OR ALL OF SUCH ITEM(S)** (without obligating L&A to do so).
10. You agree to maintain all **INSURANCE** we may require in connection herewith, including liability insurance with minimum limits of $1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof: (a) naming L&A as an additional insured and loss payee; (b) waiving subrogation against us; (c) being primary and non-contributory; and (d) including such other provisions (including deductibles) as we may require. You irrevocably appoint L&A as your agent and attorney-infact to submit claims on all such policies.
11. If and **only if**, we have offered, and you have elected to purchase the **OPTIONAL LIMITED RENTAL PROTECTION FEE** (set forth on P.1 **IF AVAILABLE**) and paid the non-refundable RENTAL PROTECTION FEE referenced therein in advance of the Term, you will have no liability to us for 80% of the cost to repair or replace Item(s) covered by LIMITED RENTAL PROTECTION FEE ("Covered Items") which suffer physical damage during the Term; **provided however**, that you will remain fully liable for: (a) damage to or loss of: (i) Item(s) not covered by LDW; (ii) Covered Items lost or damaged as a result of or in connection with: (A) your breach of this Contract; (B) theft or other failure to return Rented Item(s) to L&A as and when required hereunder; (C) negligence, misuse and/or abuse; and/or (D) use of

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any Item in violation of any law, rule, regulation, Instruction, insurance policy or warranty; (b) 20% of all costs associated with repairing and/or replacing Covered Items; and (c) all repair/replacement costs exceeding $10,000 in the aggregate across all Covered Item(s). You may decline LIMITED RENTAL PROTECTION FEE if you otherwise fully comply with this Contract (including § 10). **THE LIMITED RENTAL PROTECTION FEE IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. L&A IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**". NEITHER L&A NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED HEREUNDER, NOR DOES L&A OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY L&A OR ANY TPO.
13. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU: (A) ASSUME ALL RISK** OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, L&A AND EACH TPO**, and their respective owners, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against: (i) all such RISKS; and (ii) any breach of this Contract by you, your agents and/or employees; and except only as provided in § 8, **(C) WAIVE**: (I) all rights and remedies available under the Uniform Commercial Code; and (II) all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
14. Your duties hereunder are unconditional. If you: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder; (b) provide any incorrect or misleading information to L&A; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged (unless covered by LDW per § 11), you will be in default under this Contract, whereupon, we may, with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable any Rented Item(s) without being guilty of trespass or wrongful interference or liable for any injury(ies) and/or damage(s) (for which you agree to indemnify, defend and hold harmless L&A, its agents and employees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you our associated direct and indirect damages, losses, costs and expenses (including Rent for the remainder of the Term, interest and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.
15. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Item(s) at any time. If any performance required of us is impaired as a result of any act or omission of/by you, your agents or employees, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. You grant to L&A and each TPO a perpetual, paid-up, royalty-free license to edit, distribute, display and copy all audio and visual representations which include any of the Item(s). All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us under this Contract. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from L&A at any time (except only as we otherwise agree), whether rented or sold (it being acknowledged that all Items will be deemed rented, and not sold, to you, unless otherwise expressly agreed in writing by L&A).

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You agree to fully and timely pay all taxes, fines, fees, tolls, duties, assessments and other charges related to each Item and/or this Contract. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You authorize L&A to submit all amounts coming due under this Contract to any debit or credit card(s) you provide.

16. This Contract and any addenda we provide, each of which is incorporated herein, represent the entire agreement between you and L&A, superseding all other agreements and representations, including without limitation our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be further amended or extended except in a writing signed by L&A. If any legal action is commenced in connection with this Contract and/or the subject matter hereof, L&A will be entitled to recover its costs and expenses associated therewith (including its reasonable attorneys' fees and expenses) from you if L&A prevails. You acknowledge that: (a) this Contract: (i) is fair and reasonable; (ii) shall be interpreted under the laws of New Jersey; and (iii) shall be enforceable only by you, L.A. Tent Rentals, Inc., the Indemnitees, and our permitted successors and assigns; and (b) proper venue for all associated civil legal proceedings shall lie solely in the federal and state courts located in or nearest to Mercer County, NJ, unless waived by L&A. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any addenda will be deemed originals.
17. **WARNING**: A person commits **THEFT** which may result in **CRIMINAL PROSECUTION** if he purposely obtains services (including the use of movable property), which he knows are available only for compensation, by deception, threat, force or any other means designed to avoid the due payment therefor. See N.J. Stat. Ann., § 2C:20-8, et seq. and its/their successor provision(s) for details.

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