

EIGHT 28 ENTERPRISES RENTAL AGREEMENT

SEVER ABILITY

The provider of this rental contract shall be server able, so that the unenforceability, or waiver of the provisions shall not affect the remaining provisions.

RESPONSIBILITY OF USE & DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of the rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Eight 28 Enterprises harmless from and hereby release Eight 28 Enterprises from, and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be disclaimed or found that such damage or injury resulted in whole or part from Eight 28 Enterprises negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

EQUIPMENT FAILURE

You agree to immediately discontinue the use of the rented items should, if at any time, become unsafe or in state of disrepair, and will immediately (one hour or less) notify Eight 28 Enterprises of facts. Eight 28 Enterprises agrees, at our discretion, to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust obligations of contract, or rental charges. The provision does not relieve renter from obligations of contract. In all events, Eight 28 Enterprises shall not be responsible for injury or damage resulting from failure or defect of rented items.

USE OF EQUIPMENT

Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is

so familiar and conveyed to Eight 28 Enterprises you were. Renter further agrees that the items will be used only at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

PAYMENT

Renter shall pay all charges payable under this contract in advance, provided however, that all foregoing shall not limit the amount payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, Eight 28 Enterprises at our discretion, may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder a service charge of 2.0% per month on all past due accounts. **There will be a \$35 charge on any returned checks for any reason.**

CARE OF EQUIPMENT

In addition to its other obligations hereunder, renter shall: pay a reasonable cleaning charge for items returned dirty. Renter shall also protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

INSURANCE

Renter shall maintain, at renter's expense, liability, property, and casualty insurance coverage in amount sufficient to fully protect Eight 28 Enterprises and its equipment against any and all claims, loss, or damage of whatever nature or type.

SITE PREPARATION

Renter agrees to have site clean and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay an additional

charge for any delay incurred along with any labor charges resulting in renter's failure to do so.

PERMITS & LICENSES

Renter agrees prior to any installation of rental equipment including tents, to obtain at renter's expense, any and all necessary permits and licenses and other consents.

HOLD HARMLESS AGREEMENT

Renter agrees to assume all risk, and agrees to hold Eight 28 Enterprises and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs or expenses arising directly and indirectly at of or relating to: the delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment.

This includes:

- Contact for underground utilities, pipes, or any condition on renter's property.
- All necessary surface repairs.
- Any injury or damage during use of rented equipment.

SECURITY DEPOSIT

Renter shall pay a security deposit at the time of reservation. This fee is 50% of total rental charge. Security deposit will be returned upon cancellation up until 30 days of event date. Deposit will be forfeited if reservation is cancelled within the 30 day period.

PAYMENT

All orders are to be PAID IN FULL before the time of delivery. Accepted payment methods are: Cash, Discover, MasterCard, and American Express. Items will not be delivered/released, unless total is paid in full, and we have received a signed rental contract, NO EXCEPTIONS.

PRICING

Pricing is subject to change without notice. Prices represented on price list represent a one-day rental period.

CANCELLATION POLICY

Upon confirmation of a rental order, the customer must give a deposit to reserve the order. If customer decides to cancel order prior to event, it must be done 30 days prior to the event date. If a customer cancels an event within 30 days of event, Eight 28 Enterprises will retain 50% cost of cancelled items. Customer does, however, have the option to move rental date, as long as all items are still available, within 12 months of cancelled date. If items originally rented are not available on new date, similar replacement items will be issued.

RETURNS-FINAL INSPECTION

Eight 28 Enterprises reserves the right to modify charges for broken, missing, damaged, or dirty items up to 14 days after items have been received prior to going through FINAL inspection.

TENTS

Prior to tent setup, site must be clear of all sticks, patio furniture, animal droppings, overhead tree limbs that may interfere, debris, etc. Tents will not be setup under sap producing or fruit trees. All tents we install must be anchored to the ground at all times, no exceptions. There are several ways to do this: our first priority is staking. This can be done in grass or asphalt. If done in asphalt, an additional drilling/patching fee will apply. Please know what is underground before we arrive. We are not responsible for any underground utilities, sprinkler systems, septic systems, etc. Keep in mind that overhead clearance (i.e. electrical wire, tree branches, etc.) is also necessary. If set-up is required on concrete, we can either use concrete anchors, which require drilling, or water barrels. Permits for tents are customer responsibility. Note, that water barrel anchoring is last resort. We reserve the right to refuse to install tents anchored by water barrels. If inclement weather is expected, **customer assumes all responsibility for tents**

anchored by water barrels, and is held liable for any damages, or injuries/death associated with failure due to water barrel usage.

SIDEWALLS

Sidewalls are an additional cost, and are not included in the price of tents. Sidewalls are to be installed and removed by staff of Eight 28 Enterprises. In the case of high winds, sides must be removed by customer as they take away from the durability of the tent in high wind situations.

EQUIPMENT RESPONSIBILITY

All items are to be inspected by customer at time of drop off. If problems with any items, Eight 28 Enterprises must be notified before time of event. Renter is responsible for all equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor costs. Renter shall pay a reasonable cleaning charge for rented items returned dirty. Any items not wanted upon delivery are still to be paid for by customer.

Customer Signature _____ **Date** _____