

LIABILITY: Lessee covenants and agrees to keep the Lessor harmless and free from any and all cost, expense claims and liability arising out of the use, operation, handling, maintenance and/or delivery of said equipment, and further covenants and agrees to pay Lessor In full for any and all damages caused to, or suffered by, said equipment regardless of cause, ordinary wear and tear excepted, from time of departure from Lessor's warehouse to time of return to Lessor's warehouse. Lessee expressly agrees that Lessor's statement of charges in connection with any loss or damage caused to or suffered by said equipment while in Lessee's possession shall be accepted as correct by Lessee and be paid by Lessee forthwith. In case of loss or destruction of said rental equipment, or loss of possession thereof, or inability to return same to Lessor, the Lessee agrees to pay Lessor the complete and full replacement value of said equipment as stipulated hereon.

WAIVER OF DEFECTS: Lessee acknowledges said equipment to be in good, safe, and serviceable condition and fit for its intended uses. If applicable, in addition Lessee declares that he has examined the hitch, safety chain and/or other applicable connections of said rental equipment to Lessee's motor vehicle and to have received same in a safe and secure condition fit for Intended use.

LESSOR NOT RESPONSIBLE: Lessor is not responsible for damage regardless of cause to Lessee's property arising out of use of Lessor's equipment including water damage, collision, transportation damages and other miscellaneous causes (i.e., 1. Water and other transportation damage to cargos., 2. Marring and scratching of conveyances caused by Lessor's rental equipment., 3. Trailer and top carriers while water resistant, are not guaranteed to be waterproof., 4. There are no warranties of merchantability, or fitness either expressed or implied which extend beyond the description on the face hereof.)

CONDITIONS UNDER WHICH EQUIPMENT AND OTHER GOODS ARE RENTED - RENTALS ARE CASH IN ADVANCE.

Receipt of the below equipment in good operating condition on the rental basis outlined herein is hereby acknowledged, and same shall be returned to All Occasions Party Rentals in same condition as received, less normal wear and tear. Rentals to begin upon receipt of equipment by lessee and shall continue until same is returned to owner. Lessee agrees to pay for any damages to the equipment while in their possession. In case of damage or theft, equipment will remain on rental until necessary repairs or restitution is made. In the event it is necessary for lessor to employ an attorney or collection agency in connection with this contract, lessee agrees to pay reasonable costs, expenses, and attorney's fees. Also, in such event, lessee agrees that the daily rental charge shall be applicable and this his total liability for rental payments shall be based upon said daily rental charge. This writing includes the entire agreement between the parties. WE CHARGE FOR ALL TIME OUT, SUNDAYS AND HOLIDAYS INCLUDED. Lessee agrees that the venue for any action arising out of this contract shall be in the courts of Knox County, Tennessee.

DAMAGE WAIVER OPTION

This program will waive Lessor's right to recover the loss resulting from collision, upset, fire, windstorm, riot, vandalism, malicious mischief, civil commotion and other type of similar losses EXCLUDING DAMAGE DUE TO CUSTOMER NEGLIGENCE OR MISUSE. Theft, vandalism, and malicious mischief are covered when lessee furnishes a police report within 24 hours of loss, showing forced entry. Breakage will be covered only when broken pieces are returned.

COVERED ITEMS:

BREAKAGE: All equipment will be covered with return of broken items.

LINENS: Stains, burns, tears will be covered with return of linens.

TENTS: All physical damage to tents due to hail, rain, and windstorm, etc. will be covered. Reinstallation of tents will also be provided at no additional cost.

THEFT: Theft, malicious mischief, etc. as described above will be covered upon furnishing All Occasions Party Rentals with police report.

NOT COVERED:

1. Shortages (No evidence of theft).
2. Abuse.
3. Neglect to take reasonable precaution to protect property.
4. Mysterious disappearance and theft by persons entrusted with the equipment.
5. Stain due to using colored material or crepe paper in contact with tent.

TENT RENTALS

1. Without a signed contract and 50% deposit, the reservation for any equipment may be terminated without notice at the option of All Occasions Party Rentals.
2. Deposits are non-refundable.
3. If a portion of the equipment scheduled for delivery is cancelled less than 24 hours prior to delivery date, the charges for this equipment shall be due and payable per the agreement.
4. Premises upon which tents are to be erected or dismantled are to be delivered by lessee to All Occasions Party Rentals its representatives cleared of all erections, structures or other impediments before erection and dismantling; the surface to be clean and suitable for spreading tentage. If our men are required to wait while such impediments are removed, or our men are required to move any equipment prior to erecting or dismantling the tents, labor charges are in addition to the contract price.
5. No stalls, display booths, framework or structures shall be constructed under tents at a height of more than seven (7) feet at sides of tent, and shall not be closer than one (1) foot to tent top or to tent walls in any circumstance.
6. Time of erection and dismantling shall be computed in any 24-hour period as beginning at midnight and ending of midnight respectively.
7. All Occasions Party Rentals agrees that damage to the above-described property due to rain, hail, storm, tornado, high winds, fire caused by lightning or other disturbances of nature shall be borne in full by said All Occasions Party Rentals, when notified immediately after said damage by lessee or his agent herein. THE EXPENSE OF REINSTALLATION AND SERVICE SHALL BE BOANE BY THE LESSEE UNLESS THE DAMAGE WAIVER HAS BEEN ACCEPTED.
8. It is expressly understood and agreed by and between the parties that All Occasions Party Rentals shall not be liable in any manner and shall be held harmless for any injuries or damages caused to persons, property, materials, stock or other things or articles whatsoever while said persons, things or articles are in, under or about said property.
9. All Occasions Party Rentals shall not be liable, and shall be held harmless, for injuries or damages caused by fire from any cause, rain, hail, sleet, snow, high winds, tornadoes, floods, or other disturbances of nature or by tents or other equipment falling by reason thereof, to any person, materials or exhibits while under, near or about the above-described property.
10. All Occasions Party Rentals shall not be liable and shall be held harmless, in any manner for injuries or damages caused to persons or things falling over or coming in contact with ropes, stakes, or other supports of the above described property.
11. It is also agreed that the lessee aforesaid will employ a competent watchman on the aforesaid premises to prevent fire, theft, or other depredations to said property. Although the responsibility for aforementioned is not altered, a watchman is not required for a tent erected on private grounds that are enclosed.
12. In the event the aforesaid property is blown down or damaged in any manner whatsoever due to storm, tornado, high wind or other disturbances of nature, the rental aforesaid shall still be due and payable.
13. If the texture of the premises supplied by the lessee is not sufficient to securely hold stakes for guying tents, or because of rock, shale, or other unusual conditions, special provisions have to be made for staking the tent, lessee at his expense shall furnish fence posts and necessary labor for installing same. If this work is performed by our crews the labor charges are in addition to the contract price.
14. If government permits are required for the erection of tents the lessee shall procure same at his expense and furnish All Occasions Party Rentals evidence of issuance of same.
15. All Occasions Party Rentals shall be released hereunder for conditions brought about by Acts of God, strikes, boycotts, civil insurrections or commotions, invasions by a common enemy, or other conditions beyond their control.
16. On any given day on which we have agreed to erect a tent and there is a 30 M.P.H. wind, we cannot be held responsible for breach of contract.
17. ALL OCCASIONS PARTY RENTALS SHALL NOT BE RESPONSIBLE FOR DAMAGES TO ANY UNDERGROUND INSTALLATION UNLESS IT IS SPECIFICALLY MARKED BY THE CUSTOMER.
18. When a tent is erected on asphalt, All Occasions Party Rentals will plug holes but do not warrant asphalt will be restored to original condition.
19. Full or partial destruction to the above described property due solely to the negligence of the lessee or misuse of the equipment by the lessee, his agents or employees shall cause said renter to become liable for the damages suffered.
20. SIGNS OR BANNERS SHALL NOT BE AFFIXED TO THE TENT TOP OR TENT WALLS. THEY MAY ONLY BE HUNG FROM THE "D" RINGS OR WALL ROPE ON THE

INSIDE VALANCE OF THE TENT, OR FROM ROPES STRUNG BETWEEN TENT POLES.

21. We do not guarantee the tents be absolutely waterproof.
22. FROM THE TIME OUR MEN LEAVE AFTER INSTALLING THE TENT UNTIL THEY RETURN TO REMOVE THE TENT THE LESSEE AGREES TO MAINTAIN THE RENTAL EQUIPMENT IN GOOD CONDITION, KEEPING THE POLES IN PLACE, ALL ROPES TIGHT AND TIED, AND KEEPING THE WALLS ON THE TENT OR NEATLY FOLDED OFF THE GROUND.
23. No cooking is permitted in or under the tents.
24. Rental charges may not be applied to any purchase.
25. Once the equipment is installed and lessee terminates his use prior to the date in the contract, the total agreed price is due and payable.
26. ANY WAITING TIME CAUSED BY IMPROPER INSTRUCTIONS GIVEN BY LESSEE, CHANGE OF PLANS OF LESSEE, FAILURE OF LESSEE TO APPEAR AT AGREED SCHEDULED TIME OR FAILURE OF LESSEE TO COMPLY WITH ALL CONTRACT TERMS OCCASIONING A DELAY OF OUR CREW, SHALL BE CHARGED IN ADDITION TO THE CONTRACT PRICE.
27. It is understood that there is an additional charge for service calls, if they do not pertain to All Occasions Party Rentals initial installation. Lessee agrees to clearly mark or layout exact location of tent, or be present, or have representative present, at time of erection.
28. The lessee further expressly agrees to pay on demand:
 - All charges shown herein in accordance with the provisions of this rental agreement.
 - The amount of any collection costs including the attorney's fees incurred by All Occasions Party Rentals in obtaining payment from customer under this agreement.
29. In the event the lessee does not pay any and all sums due under this agreement the lessor may charge interest on the unpaid balance of 1-1/2% per month, but not to exceed the maximum rate allowed by law.
30. Labor charges herein provided shall be at _____ per man per hour.
31. Both parties hereto understand and agree that the terms and conditions of the entire rental contract are set forth on both sides of this instrument and the same contains all agreements of the parties.