

TERMS AND CONDITIONS OF RENTAL CONTRACT

THIS IS A RENTAL CONTRACT. By accepting the equipment and services under this contract, You accept and agree to the Terms and Conditions of this Contract. Any modification to the terms and conditions must be in writing and Signed by an officer of Ours. You should familiarize yourself with its unusual features so that no misunderstanding of your obligations occurs. The words "Customer," "You" and "Your" mean the person who signs this Rental Contract (or is obligated under the terms). "We," "Our," and "Us" refer to the CREATIVE EVENTS & RENTAL / TAYLOR RENTAL CENTER only at the address shown above. The face and reverse side of this document contains important terms and conditions, including our disclaimers from liability and details of Your obligations for rental and other charges and responsibilities to care for and return the item(s) rented. *They are part of the contract - Read them.*

CREDIT CARD AUTHORIZATION. By signing this Rental Contract, You hereby authorize Us to process charges against Your credit card for any amount that You may owe Us. You understand that this includes any rental fees, security deposits, missing & damaged Equipment repairs and fees, or any other fees or charges charged to You by Us. You agree that You will not dispute any legitimate charges processed by Us against Your credit card, and You agree not to request any charge backs on Your credit card until any disputed matters are first resolved with Us. In the event of any dispute rising from or charge back from Your credit card, You shall be fully and solely responsible for the settlement of payment.

1. RECEIPT / INSPECTION OF EQUIPMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF ALL ITEMS LISTED ON THIS RENTAL AGREEMENT. You are renting the Equipment and Item(s) on an "AS IS" basis. You acknowledge that prior to taking the rental item(s), You have or will personally inspect the equipment prior to its use, and are aware of its condition, you confirm that it is in good working order and repair except for any defect noted on this contract and You have determined that it is suitable for Your needs. It is Your responsibility to return rented item(s) to Us in the same condition, except for ordinary wear and tear.

2. RESPONSIBILITY FOR USE OF THE ITEM(S). You are responsible for the use of the rented item(s). You agree that You are satisfied with the instruction given by Us in the proper and safe manner of using the item(s) or that You are so familiar and told Us that You understand (without further instructions) it's proper operation and use. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understand all manuals, written operating instructions and warnings as supplied for the equipment.

3. DISCLAIMER OF WARRANTIES. YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED OR REPRESENTATIONS THAT THE EQUIPMENT IS FREE OF LATENT DEFECT INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN THE RENTED ITEM IS TERMINATION OF THE CHARGES AT THE TIME OF FAILURE, PROVIDED THAT YOU NOTIFY US IMMEDIATELY OF SUCH FAILURE AND RETURN ALL RENTED ITEMS TO US. WE SHALL NOT BE RESPONSIBLE FOR ANY DEFECT OR FAILURE UNKNOWN TO US.

4. INDEMNIFICATION You shall indemnify and defend Us against and hold Us harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees that (1) relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including Your employees), and (2) are caused by, or claimed to be caused, in whole or in part by the Equipment or by the liability or conduct (including active, passive, primary or secondary) of Us, Our agent or employees, or anyone for whose acts any of them may be liable. You and Us agree that We shall only be liable or responsible for damages or claims that are caused by Our gross negligence or willful, wanton or intentional misconduct. You shall, at Your own cost or expense, defend Us against all suits or proceedings commenced by anyone in which We are a named party for which We are alleged to be liable or responsible as a result of or arising out of the Equipment, or any alleged act or omission by Us, and You shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming Us as a party, We may elect to defend said action on its own behalf and You agree that You shall be liable for all costs, expenses and attorney's fees incurred by Us in such defense. You and Us agree that in no event shall Your liability for indemnification hereunder exceed \$1,000,000. It is the purpose of this clause to shift the risk of all claims relating to the Equipment to the You during the entire term of this Contract.

5. RESPONSIBILITY FOR EQUIPMENT. FROM THE TIME THE ITEM(S) IS RENTED OUT UNTIL IT IS RETURNED, YOU ARE RESPONSIBLE FOR IT. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, You shall be responsible for all charges, including labor costs to replace or repair the item(s). If the item(s) is not returned clean, a cleaning charge will be imposed. FAILURE TO RETURN RENTAL PROPERTY OR EQUIPMENT AND FAILURE TO PAY ALL AMOUNTS DUE (INCLUDING COSTS FOR DAMAGE TO THE PROPERTY OF EQUIPMENT ARE EVIDENCE OF ABANDONMENT OR REFUSAL TO REDELIVER THE PROPERTY, PUNISHABLE IN ACCORDANCE WITH SECTION 812.155, FLORIDA STATUTES.

6. ITEM(S) FAILURE. You agree immediately to discontinue the use of the rented item(s) should it at any time become unsafe or in a state of disrepair, and will notify Us immediately. We agree in Our discretion to make the item(s) operable within a reasonable time, or provide You with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve You from the obligations imposed by any other paragraph. Notwithstanding any other term or condition of this Contract, Our total liability, if any, and Your sole and exclusive remedy for damages for any claim of any kind whatsoever with respect to this Contract, regardless of the legal theory or the delivery or non-delivery of the Equipment, shall not be greater than the actual rental charges. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER REGARDLESS OF WHETHER OR NOT WE HAVE BEEN APPRISED OF THE POSSIBILITY THEREOF.

7. RETURN OF ITEM(S). The rented item(s) is Our property and is rented to You subject to this Contract for rental charges and for the period of time noted on the reverse side. If You desire to extend the term of this rental beyond the time and date specified on the reverse side under "Due", You must immediately notify Us to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 18). If this Contract has not been extended and You fail to return the item(s) when due in: We, to enforce Our property ownership of the item(s) and to protect Our interest under this Contract may retake the item(s) at anytime and to do so We or Our representatives may enter Your property and You hereby waive any right of action against Us for such entry and retaking. In addition to any other action We may take, Wemay notify the law enforcement authorities and take other action, including the filing of criminal complaints, subjecting You to prosecution.

8. CHARGES AND PAYMENTS. Time is money. You are responsible for rental charges from the time the item(s) is "out" as specified on the reverse side until it is returned, and for other charges under this Contract. You are to return the item(s) promptly, clean and in good condition. All charges are due upon return of the item(s) and on demand. If the rental charges are charged

to someone other than You, You represent that he/she is Your agent and has the right to charge this rental; You nevertheless will remain liable for the charges and for the other obligations and responsibilities that You have under this Contract. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% (ANNUAL RATE OF 18%) will be charged on all overdue accounts. If rental charges are not paid within ten (10) days of their due date, at Our discretion We may recalculate all charges on a daily rental rate basis. Your obligation to pay Us for the rental charges and other amounts to be paid by You are independent covenants, and You shall have no right to hold back, offset or fail to pay any such amounts for default by You or any other reason whatsoever.

9. CANCELLATIONS. You must cancel Your rental before ten (10) days of the delivery date to avoid cancellation charges. If You cancel within ten (10) days of the delivery date, You agree to pay a cancellation fee equal to 50% of the total rental charges. If You cancel less than 48 hours prior to the delivery date You agree to pay 100% of the total rental charges.

10. LOADING AND UNLOADING. You are responsible for loading and unloading equipment. If Our employees assist in loading or unloading the equipment, You assume the risk of, and hold Us and/or Our employees harmless for any property damage or personal injuries, including damage and personal injuries.

11. PROPERTY DAMAGE. We are not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Us

12. FEES, LICENSES, PERMITS, TAXES AND FINES. You are solely responsible for paying any fees, licenses, permits, taxes or fines, required by or resulting from Your use or operation of the rental property.

13. UNDERGROUND FACILITY. You shall have all Underground Facilities, in the vicinity of the equipment installation, clearly marked prior to the arrival of Our work crews. You assume full responsibility for damage to all Underground Facilities, and shall indemnify and hold us harmless for any damage thereto. To identify Underground Facilities, Customer must call one week prior to installation

14. FUEL SURCHARGE. Equipment with gas/diesel engines must be returned full of fuel or You will be charged at Our current fuel rate.

15. SITE PREPERATION. If We have agreed to deliver any equipment, You shall have the site clean and ready for the delivery and installation or dismantling and retrieval, and You agree to pay an additional charge for any delay incurred, or additional labor performed by Us resulting from Your failure to timely do so.

16. DAMAGE WAIVER. If You pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions herein, We agree to modify the terms of this Contract and relieve You of liability for accidental damage to the rented item(s) on this Contract, and for loss due to fire, windstorm, upset, and riot. We exclude from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a trailer, You are not relieved of liability of accidental damage for the trailer caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that You must file a report to the proper law enforcement authorities and furnish Us a copy. In addition, if You have insurance for the loss or damage, You shall exercise, and shall empower Us to exercise, all Your rights to obtain recovery under that insurance and shall cooperate with Us to obtain recovery, and all insurance proceeds shall be given to Us.

17. CONTRACT. This Contract and its terms shall be governed and construed under the laws of the State of Florida, without regard to conflicts of laws principles. The prevailing party is entitled to receive reasonable attorneys fees, costs, and all expenses incurred for retaking the equipment or enforcing this Contract at any stage of the enforcement proceedings, including appeal. Except as otherwise provided herein, any and all remedies herein expressly conferred upon You or Us will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law on You or Us, and the exercise of any one remedy will not preclude the exercise of any other. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND US WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER YOU OR US AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.

18. ENTIRE AGREEMENT This Contract sets forth the entire agreement between You and Us with respect to it's subject matter, and supersedes all prior and contemporaneous agreements, arrangements and understandings. Except as otherwise stated, no representation, promise, inducement or statement of intention has been made by You or Us that is not embodied in this Contract, and You or Us shall not be bound by, or liable for, any alleged representation, promise, inducement or statement of intention not set forth in this Contract. This contract may only be amended in writing and signed by You and Us.

19. WAIVER Your or Our failure to insist upon a strict performance of any of the agreements, terms, covenants or conditions of this Contract shall not be deemed a waiver of any rights or remedies that You or Us may have and shall not be deemed a waiver of any subsequent breach or default of any agreements, terms, covenants and conditions of this Contract. We may, at Our sole option, accept partial payments for rental charges or other amounts due under this Contract without waiving any rights concerning the existence of any monetary or non-monetary default under this Contract, which default shall serve and continue unaffected by the receipt of any such partial payment.

20. ASSIGNMENT; DELEGATION This Contract and the rights granted by it are personal to You. You may not assign this Contract, nor delegate duties, without Our prior written consent. Any noncomplying assignment or delegation shall be void and of no force or effect.

Customer, by initial hereon, declines benefits of Paragraph 16, Damage Waiver, on reverse side of this contract – **Declines (Initials)** _____
Customer shall notify us immediately if equipment does not function properly or no allowances will be made.

I have read, understand and agree to all the Terms & Conditions listed on the face and reverse side of this rental contract. I acknowledge receipt of the rental equipment, in good order, and a copy of this Rental Contract. If other than Customer, the signer represents that he/she is an agent of and authorized to sign for Customer.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.
Initials: _____

By: _____

(Authorized agent's signature)

Customer:

(Print Name)