



RENTAL AGREEMENT

- 1.** All rentals are normally for one day use unless otherwise specified. Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During the busy season, CRUX may deliver 2 days before and pick up 2 days after. Customers will be notified appropriately.
- 2.** Unless credit has been established, all rentals must be secured by a 50% deposit at time of order.
- 3.** The balance of the payment is due on the 2 days prior to delivery, unless credit has been established in advance. Acceptable methods of payment are: Visa, MasterCard, American Express, checks and cash. Checks are acceptable if approved. For all non-credit term customers, a refundable credit card deposit is required with each rental.
- 4.** There will be no return on deposits for orders cancelled within 30 days of the event.
- 5.** No changes or deductions may be made to an order 48 hours prior to the event. Some additions may be allowable within the 48 hour period, and may be subject to an additional labor charge.
- 6.** All sub-rentals require nonrefundable deposit.
- 7.** Deliveries & pickups are made during CRUX's normal business hours at street level unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area.
- 8.** No credit will be given for unused items once delivered.
- 9.** Customer shall use all property in a careful and proper manor, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
- 10.** Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that CRUX has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. CRUX shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.
- 11.** Customer shall indemnify CRUX . against any claim, action, damages, and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental property. Client shall name Crux Events as additionally insured if required by contract.
- 12.** All equipment is to be taken down and stacked for pickup. For health purposes, all china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse free and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.
- 13.** If the event rental equipment is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at full replacement price thereof, and shall be due and payable upon billing in addition to the rental charge.
- 14.** No goods may be moved from the place of delivery without written permission of CRUX . Customer shall have all equipment available for pickup by CRUX . on the pickup date listed under "Pick up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge if the equipment is not available for pickup.
- 15.** Customer shall not deliver possessions of the rental property to any individual(s) other than CRUX's employees, and shall require reasonable identification from such individual(s) prior to surrendering

possession.

16. Tent lease requires a contract and a 50% deposit. If the lease is canceled more than 30 days before the use date, the deposit will be returned. Without an executed contract, tent availability cannot be guaranteed. Additional tent lease conditions are contained in a separate "Tent Lease Agreement".

17. Every effort is made to fill your order exactly as requested. If circumstances prevent CRUX from doing so, CRUX reserves the right to upgrade the quality or find a substitute product.

CRUX must be notified of any reduction in order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.

19. CRUX employees are not permitted to move household or facility furniture.

20. It is the responsibility of the customer to check with their local Building Permit/Code Office and Fire Department prior to the day of installation in order to comply with any and all permit requirements and or restrictions. CRUX will assist in this process; we can recommend private services to accommodate you in the process of obtaining a permit and supply any documentation that is applicable to CRUX Rentals. The responsibility of complying with all permits or codes remains that of the customer.

Liability Release

Indemnification: *Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorneys fees incurred by lessor in such defense.*

Purpose of this Clause: *The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.*

Credit Card Requirements:

A valid credit card is required to open an account, all information must be included and signature filled out at location on bottom of this rental agreement. Charges billed to the credit card will consist of missing or damaged items or charges left unpaid after 10 days of event. A detailed invoice of those charges and copy of receipt will be mailed to you after the event. Client hereby authorizes Crux to charge this credit card.

Missing or Damaged Items:

Missing or damaged items will be charged to the credit card at replacement cost. A detailed invoice of these items will be provided to the client.

Weather:

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be Situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions. Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. Client agrees that in the event of a

predicted or actual storm or excessive winds, Crux may dismantle any equipment that has been previously installed to ensure safety of all involved.

Summary:

RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT, AND SUPERCEDES ALL PRIOR CONTRACTS.

Credit Card Information:

Name Listed on Credit Card _____ **CVC#** _____

Credit Card # _____

Address of Billing _____

Exp. Date _____

MC/VISA/AMEX

This rental Agreement must be returned promptly with 50% deposit to maintain reservation. Keep a copy for your records.

Please make checks payable to **Crux Events**.

CUSTOMER SIGNATURE _____ DATE _____

PRINT NAME: _____

COMPANY NAME: _____

COMPANY ADDRESS _____

EVENT: _____

LOCATION ADDRESS _____