**RENTAL AGREEMENT**

This Rental Agreement shall comprise the entire agreement between Crux Events, Inc. (CRUX) and the customer whose signature (or whose authorized representative’s signature) is appended below (Customer).

***RENTAL TERMS AND CONDITIONS***

**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 otherwise approved by CRUX in its sole discretion, all rentals must be secured by a 50% deposit at time of order.

**3.** The balance of the payment is due 48 hours prior to delivery unless otherwise approved by CRUX in advance. Acceptable methods of payment are: Visa, MasterCard, American Express, checks and cash. Checks may be accepted or rejected as a form of payment in CRUX’s sole discretion. For all customers for whom credit has not been established or a credit card placed on file, 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 deductions may be made to an order 1 week prior to the event. Some additions may be allowable within a 48-hour period, and may be subject to an additional labor charge.

**6.** All sub-rentals require a nonrefundable deposit.

**7.** Deliveries & pickups are made during CRUX’s normal business hours at street level unless otherwise arranged with CRUX and approved in advance. 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 goods and equipment supplied by CRUX in a careful and proper manner, shall comply with all applicable laws and regulations, and shall return the goods and equipment in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the goods and equipment from any cause whatsoever.

**10.** 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 must be refuse free and air-dried to prevent staining and mildewing. An additional charge will be assessed for customer’s non-compliance with the requirements of this paragraph.

**11.** If some or all of the event rental equipment is not returned, or is returned in a broken or otherwise damaged condition, Customer will be charged the full replacement price of the missing, damaged, or destroyed items, which shall be due and payable upon billing in addition to the rental charge. A detailed invoice of these items will be provided to the client.

**12.** No goods or equipment may be moved from the place of delivery without written permission of CRUX . Customer shall have all goods and equipment available for pickup by CRUX on the pickup date listed under "Pick up Date" on the delivery ticket. Failure to have the goods and equipment available for pickup on time will subject customer to an additional rental charge.

**13.** Customer shall not deliver possession 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.

**14.** Tent lease requires execution of a separate “Tent Lease Agreement”, containing additional terms and conditions, and provision by Customer of a 50% deposit. If the lease is canceled more than 30 days before the use date, the deposit will be returned. Without an executed Tent Lease Agreement, tent availability cannot be guaranteed.

**15.** 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.

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

**17**. Customer shall comply with all applicable laws, regulations, codes, ordinances, and governmental requirements. 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 ascertain and comply with any and all permit requirements and or restrictions.  CRUX can recommend private services to accommodate you in the process of obtaining a permit and we will supply any documentation that is applicable to CRUX rentals.  However, the responsibility of obtaining and/or complying with all permits or codes remains solely that of the Customer.

***Liability Release and******Indemnification:*** *Customer assumes liability for, and shall indemnify, defend and hold harmless CRUX, 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’ fees, 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 Customer or CRUX), operation, ownership, selection, delivery, leasing, or return of the goods and equipment provided by CRUX, regardless of where, how, and by whom operated, or any failure on the part of Customer to perform or comply with the conditions of this Agreement.*

*Without limiting the generality of the foregoing, Customer shall, at its own cost and expense, defend CRUX against all actions, claims, suits or proceedings commenced by anyone arising out of this Agreement in which CRUX is named as a party or in which CRUX is alleged to be liable or responsible as a result of or arising out of: (i) the performance of this Agreement, including the furnishing of goods and equipment by CRUX hereunder and Customer’s use of such goods and equipment; (ii) or any alleged act or omission by CRUX, and Customer shall be liable and responsible for all costs, expenses, and attorneys’ fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action, suit, or proceeding is commenced naming CRUX as a party, CRUX may, in its sole discretion, elect to defend the action, suit, or proceeding on its own behalf with counsel of its choice, and Customer shall be liable for and reimburse CRUX for all costs, expenses, and attorneys’ fees incurred by CRUX in such defense.*

*CRUX shall be entitled to recover any attorneys’ fees and costs incurred to enforce the requirements of the preceding two paragraphs.*

***Survival of Customer’s Obligations:*** *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 this Agreement.*

***Credit Card Requirements:***

*A valid credit card is required to open an account. All information must be included and signature provided where indicated at the bottom of this 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. Customer hereby authorizes CRUX to charge this credit card.*

***Weather:***

*Customer understands and acknowledges 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. Customer 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. In addition, Customer acknowledges that CRUX will not provide any refunds due to adverse weather conditions, and Customer assumes all risk of such conditions.*

***Summary:***

*RESPONSIBILITY FOR THE GOODS AND EQUIPMENT FURNISHED BY CRUX REMAINS WITH THE CUSTOMER 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 Customer’s responsibility. Be sure all equipment is returned as specified in this Agreement. Customer is solely responsible for any additional charges incurred as a result of failure to meet these conditions.*

***Governing Law and Venue:***

*This agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this agreement shall be brought and maintained exclusively in the Truckee branch of the Nevada County Superior Court, and any court having jurisdiction for appellate review of decisions of that court.*

***Amendments:***

*This Agreement contains the entire agreement of CRUX and Customer with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This agreement may be modified only by a writing signed by Customer and an authorized representative of CRUX. No verbal agreement or understanding shall operate to amend or vary this Agreement.*

***Assignments and Third-Party Beneficiaries:***

*Customer shall not assign or transfer this Agreement or any interest herein without the prior written consent of CRUX. There are no intended third-party beneficiaries of any right or obligation granted to or assumed by Customer.*

 *I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT. THIS AGREEMENT IS VALID FOR ALL RENTALS PURCHASED BY THE CUSTOMER SIGNING BELOW, AND SUPERSEDES ALL PRIOR CONTRACTS.*

CUSTOMER SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EVENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_