

ALL BILLS MUST BE PAID IN FULL 30 DAYS BEFORE EVENT DATE.

ALL REQUEST MADE IN LESS THAN 30 DAYS MUST BE PAID IN FULL IN ORDER TO RESERVE BOOKING.

PLEASE MAKE ALL CHEQUES PAYABLE TO CAICOS VACATIONS.

RENTAL AGREEMENT

Responsibility and Use & Disclaimer Warranties: You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Caicos Events harmless from and hereby release Caicos Events from, 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 claimed or found that such damage or injury resulted in whole or part from Caicos Vacations 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 A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

POSSESSION/ TITLE.

PPR agrees to reserve all items listed in the Rental Agreement on behalf of the Customer only after the following have been received from the customer.

- A non-refundable deposit equal to 50% of the total cost specified in the Rental Agreement (or a lesser amount determined at the sole discretion of PPR)
- A signed & dated copy of these Terms and Conditions; and
- A signed & dated rental agreement.

The remaining balance of the rental agreement must be paid 14 days prior to delivery, unless otherwise specified by PPR. If this obligation is not met, PPR reserves the right to either cancel the order without refunding the initial 50% deposit, or apply late payment charges equal to the highest APR allowed by California law.

Customer's right to possession of the rental items:

- Is for a 1-day period. Equipment returned after normal business hours on the next day will be charged for an additional 1-day rental period.
- Begins when the rental items leave the rental center in the care of the customer, or when the customer accepts and signs for the delivery of the rental items upon delivery.
- In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.
- The rental agreement terminates once PPR has regained possession of the rental equipment.
- Any extension of the agreement must be agreed upon by PPR **in writing**.
- Title of the rental items shall, at all times, remain with PPR.
- Customer authorizes PPR to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.

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

Use of Equipment: Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and the proper and safe use equipment, or that renter is so familiar and conveyed to Caicos Vacations. Renter further agrees that the items will only be used 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

Equipment Responsibility: Renter is responsible for 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 cost of replacement or repair, including labor costs. **Renter shall pay a reasonable cleaning charge for rented items returned dirty.**

Time of Return: Renter's right of possession terminates upon the expiration of rental period set forth on the contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

Late Returns : Renter shall return rented items to Above All Party Rentals during regular business hours, promptly upon. or prior to expiration of rental period. If renter does not timely return, the rental rate shall continue until items are returned.

Payment: Prices are for one (1) day rental of equipment. Long term rentals are negotiable and prices will be adjusted accordingly. Renter shall pay all charges payable on this contract in advance, provided however that all forgoing shall not limit the amount of 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, Above All Party Rentals 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 2.0 per month on all past due accounts.

Deposit: Renter shall pay a 50% non-refundable deposit at time of reservation unless otherwise discussed with a Caicos Vacations officer. The fee is 50% of the original rental order including delivery/pickup charges. Full payment is due fourteen (14) days prior to rental period. Deposit will be forfeited if reservation is canceled at any time. If no deposit was taken, and customer agreed to terms of this contract, customer is still responsible for a 25% cancellation fee. If reservation is canceled within 5 days prior to scheduled "time and date out", renter will be charged a 75% cancellation/restocking fee of the original rental order.

Cancellation due to inclement weather must be made no later than 24 hours prior to the starting time of the event. Once our trucks are in route to the event, full payment is due rain or shine. We do our best to accommodate our clients if activities are postponed due to rain, but once we are at the event, full payment is due.

Additional charges: In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services. Delivery and/or Pick up to any location other than level ground. Set up of tables and chairs. Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays. Packaging materials not returned. Service calls. Site survey and preparation.

Delivery & Pickup: Renter shall clean and repackage (in original packaging) the rented items and if Caicos Events agrees to pick up the item, renter shall make it available to Caicos Events for pick up at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by Caicos Events. Renter agrees to pay a service charge for each extra delivery or pickup call required by Caicos Events. Renter shall make its personnel available at the time designed for pickup, to assist, and pickup of all items.

DELIVERY CHARGES.

- Minimum delivery charges are based on 1-4 hour delivery windows with same-day pickups. Non same-day and/or late evening pickups can be arranged for additional charges.
- Customers must be present for their entire delivery window. Caicos Events will grant a 15 minute waiting period, after which the customer will be charged for waiting time up to \$120.00 per hour billed in 5 minute increments.
- Caicos Events offers setup/breakdown services of equipment for additional charges.
- "Curbside delivery," is defined as:
- Delivery to a ground level location on a flat, hard surface, within twenty five (25) feet of the nearest loading area with no steps or obstructions.
- Caicos Events will stack items neatly and securely with reasonable access for the Customer;
- All equipment must be re-stacked and made ready for pick up by the Customer in same manner in which it was delivered;
- There will be a minimum two hour window for both delivery and pickup (unless otherwise arranged in writing with PPR).

Caicos Events may assess additional charges at a rate of up to \$120 per hour when delivery conditions cause Caicos Events to incur additional labor costs, including, but not limited to:

- Deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand loose gravel;
- Deliveries that involve waiting times of more than 15 minutes;
- Customer requires a precise (to within 15 minutes) delivery or pickup time;
- Last-minute or rush deliveries or pickups; and/or
- Inaccurate delivery locations or directions supplied by the Customer.
- Chairs and tables can be set up and arranged to the Customer's predetermined specification for a charge. Setup is mandatory, and carries separate setup charges, for some items, such as: Chiavari chairs, dance floors, stages and canopies. If setup is requested, then Caicos Events will perform one (1) setup. After the initial setup is completed, then Caicos Events may opt to apply the aforementioned excessive labor charges, or they may opt to leave the premises without performing additional labor.
- If the renter is not available, then Caicos Events may opt to either setup in a manner deemed appropriate by our staff, or we may opt to leave the equipment curbside. In such instances, no

refunds will be given, and the customer accepts liability for any losses and damages that may happen to equipment left unsupervised for any reason, including acts of God.

Care of Equipment: In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty. Tables and chairs must be knocked down, stacked and ready for pickup. All silverware, glassware, etc. have food wiped off and repacked in the containers they were delivered in. Linens should be refuse free and dried to prevent staining and mildew. Charges will be assessed for missing, broken or damaged items, as well as linens, which are lost, torn, damaged with wax, burned or soiled beyond cleaning. If items do not meet the above conditions, charges will be taken out of the security deposit or the full replacement value will be charged in addition to the rental charge incurred for usage. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in possession of renter.

Insurance: Renter shall maintain, at renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Caicos Events and its equipment against any and all claims, loss, or damage. In the event of loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with Above Caicos Events to obtain recovery. All insurance proceeds should be given or assigned to Caicos Events]..

Site Preparation: Renter agrees to have site cleaned and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay any additional charges for any delay incurred along with any labor charges resulting in renter's failure to do so. These services are available for an additional fee, at the client's discretion.

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.

Subsurface Conditions: Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Caicos Events for any additional costs incurred as a result of undisclosed or subsurface conditions. Caicos Events is NOT responsible for any damage to underground sprinkler systems during tent and/or inflatable installations. It is the customer's responsibility to provide Caicos Events with a sprinkler line layout to decrease the risk of damage to a sprinkler line. However, even with a line layout there are no guarantees.

Hold Harmless Agreement: Renter agrees all risk, and agrees to hold Caicos Events and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to; The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment. Contact of underground utilities, pipes, or any condition on renter's property. All necessary surface repairs. Any injury or damage during the use of rented equipment including inflatables, dunk tanks, and any interactive games.

Damage Waiver: If you agree to the damage waiver charge as specified, subject to the limitations and exclusions below, Caicos Events agrees 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, collision, windstorm, upset, riot. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s).

MISCELLANEOUS.

The Rental Agreement may be executed or delivered by fax, or other electronic means such as email. The Rental Agreement is valid whether properly signed by the Customer or not, so long as the Customer takes possession of the rental items. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) "Ordering Party."

Returned Checks: There will be a \$35.00 charge on any returned check for any reason.

Print Name: _____ **Date:** _____

Signature: _____