

TERMS AND CONDITIONS

In this Rental Contract, the words "You" and "Your" mean the renter of the Equipment described on the reverse side of this Rental Contract (including accompanying goods and items), and the words "We", "Us" and "Our" mean the Rental Company. You and We both agree and covenant as to the following TERMS AND CONDITIONS which shall govern this rental transaction.

DELIVERY & PICK UP. Delivery and pick up shall be at Our convenience. You grant Us (our agents and employees) the right to enter Your premises for the sole purpose of delivery, installation and pick up of Our equipment. You will pay a separate delivery or pick up charge for each extra delivery or pick up call required of Us and occasioned by You.

CARE OF EQUIPMENT. You will (a) clean and repack dinnerware (flatware, glassware, china and serving pieces) and return them in the boxes or containers in which they were delivered; (b) pay a reasonable cleaning charge for any Equipment or other items returned dirty; (c) protect the Equipment and other items from the elements during the time of delivery, use, storage, and waiting period before pick up.

ADDITIONAL CHARGES. You will pay additional Our standard, published, additional charges for the following services: (a) delivery or pick up from any location other than ground level (upstairs or downstairs); (b) set up or take down of equipment; (c) preparation of equipment for pick up; (d) cleaning dinnerware; (e) pick ups or deliveries after normal business hours and on Saturdays, Sundays or holidays; (f) pick up from an address other than delivery address; (g) racks and boxes not returned, and (h) service calls.

SUBCONTRACT. We may, at Our sole option, and without reducing Our liability hereunder, subcontract all or any part of Our obligations under this Rental Contract.

ALCOHOLIC BEVERAGES. If the Equipment is used incidental to, or in connection with, the dispensing of alcoholic beverages, You will obtain adequate host liquor liability insurance to fully protect You and Us as a names insured.

INSURANCE. You will maintain, at Your expense, liability, property and casualty insurance coverage in amounts necessary to fully protect Us and Our Equipment against claims, loss or damage of whatever nature or type.

PERMITS. You will, at your expense, obtain all local, state and federal permits required. Failure to obtain permits does not constitute reason for cancellation or nonpayment.

INSPECTION. You acknowledge that You have had an opportunity to personally inspect the Equipment, find it suitable for your needs, in good condition, and that You understand its proper use. You further acknowledge Your duty to inspect the Equipment prior to and during its use and notify Us of any defect.

USE. You are satisfied with the instruction We have given You in the proper and safe manner of using the Equipment or that You are so familiar with it, and its proper and safe use and have told Us so, that such instruction is unnecessary. You will assure that: (a) the Equipment will be used only at the address designated unless You obtain Our written permission to use it elsewhere, (b) except for automotive vehicles, under no circumstances will the Equipment leave the immediate vicinity of the Metropolitan Area (as most narrowly defined) embracing Our business location at which You rented the Equipment, (c) the Equipment will not be used for any illegal purpose or in any illegal manner, (d) the Equipment will be used only for the proper purpose for which it was manufactured and intended, (e) no one other than You or Your employees will use the Equipment, except with Our written permission, (f) the Equipment will be used only by persons competent in its operation, (g) You will be solely responsible for providing competent operators, and (h) the Equipment will not be used when in bad repair or is unsafe.

EQUIPMENT FAILURE. You will immediately discontinue the use of the Equipment should it at any time become unsafe or in a state of disrepair, and You will immediately (one hour or less) notify us of the facts. We agree in our discretion, either to: repair the Equipment within a reasonable time, or provide You with a like item if available, or make like equipment available at another time if acceptable to You, or adjust the rental charge. This provision does not relieve You from Your other obligation under this Rental Contract.

TIME OF RETURN. Your right to possession terminates on the expiration of the "Rental Period" and retention of possession after this time constitutes a material breach of this Rental Contract. Time is of the essence. Any extension must be mutually agreed upon in writing.

RETURN DURING BUSINESS HOURS. In the event the Equipment is returned to Our premises at a time not during Our regular business hours, You will pay for any damage to or loss of the Equipment occurring between the Time of Return and the commencement of Our next business day.

LATE RETURN. You will return the Equipment to Us during Our regular business hours, promptly upon expiration of the Rental Period. If You do not do so, or in the case of Equipment to be picked up by Us, if the Equipment is not returned on time, or ready and available for Our pickup at the expiration of the Rental Period, You will pay a late return charge. Additional delivery fees and taxes may also be assessed.

TIME OF PAYMENT. All charges are due and payable at the termination of the Rental Period. On commercial accounts, which may be authorized and established by Us, a carrying charge of 1-1/2% per month (annual percentage rate of 18%) will be charged on all overdue sums.

MINIMUM RENTAL CHARGE. If You fail to rent the Equipment You have reserved, or return the Equipment before the expiration of the Rental Period. You will pay the "Minimum Rental Charge" stated on the front side of the Rental Contract.

DAMAGED, LOST OR DIRTY EQUIPMENT. You as an insurer, assume the entire risk of loss, regardless of cause, with respect to the Rented Equipment, reasonable wear and tear excepted. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment, unreturned when due or damaged beyond repair must be paid for by You at its list price when returned. The cost of repairs will be borne by You whether performed by Us or, at Our option, by another. You also will pay a reasonable cleaning charge for Rented Equipment returned dirty. You will pay Us for the above stated losses, charges and costs immediately upon receipt of invoice.

WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. There are no warranties which extend beyond the description on the face hereof. There is no warranty that the Equipment is suited for Your intended use, or that it is free from defects. Nor are there any other warranties, either express or implied made in connection with this Rental transaction.

HOLD HARMLESS & INDEMNIFY. You assume all risks inherent in the operation and use of the Equipment by You and anyone else. You assume the entire responsibility for the defense of, and to pay, indemnify, and hold Us harmless and release Us from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or possession of the Equipment irrespective of any cause claimed or found, other than Our gross negligence. Further You will indemnify and reimburse Us for all liabilities to You. Your agents and third parties arising out of Your breach of this Rental Contract.

NO SUB-RENT, LOAN OR ASSIGNMENT. We may assign Our rights under this Rental Contract without Your consent, but will remain bound by all obligations herein. You may not assign Your rights under this Rental contract or sub-rent or loan the Equipment without Our written permission. Any purported assignment of this Rental Contract by You is void.

REPOSSESSION. Upon failure to pay rent or other breach of this Rental Contract, We may terminate this Rental Contract and take possession of, and remove, the Equipment from wherever it may be, and We and Our agents shall not be liable for any claims for damage or trespass arising out of the removal of the Equipment.

COLLECTION COSTS. You will pay all reasonable costs of collection, court, attorney's fees and other expenses incurred by Us in the collection of any charges due under this Rental Contract, or in the retaking of the Equipment or in other enforcement of the terms of this Rental Contract.

NO AGENCY. You acknowledge that You are not Our agent for any purpose.

WE ARE NOT THE MANUFACTURER. You acknowledge that We are neither the manufacturer of the Equipment nor the agent of the manufacturer.

TITLE. Our agreement is not a contract of sale. Legal and equitable title to the Equipment is, and shall remain with Us.

SEVERABILITY. The provisions of this Rental Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Rental Contract.

HEADINGS. The headings on this Rental Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Rental Contract.

MODIFICATION. Neither this Rental Contract nor any of Our rights or Your right may be changed, and no extension of the terms of this Rental Contract may be made, except in writing, signed by both You and Us and made a part of this Rental Contract.