

## TERMS AND CONDITION OF RENTAL

**THIS IS A CONTRACT.** The words Renter, Customer, buyer, you and yours, mean the person who signs this contract (or are obligated under its terms.) We, our, and Dealer, refer to Confetti Creative Celebrations.

In consideration of the hiring of the Equipment (Tents are to be included as Equipment) described, by the undersigned (hereinafter referred to as the "Renter") from the company named on reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begin on the date and time specified as "TAKEN OUT" and terminates on the time specified as "DUE IN" unless amended in writing on this contract. Rental charges commence on delivery of Equipment to renter and end upon return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay, on return of equipment to Dealer's premises, all charges and cost for thereof. Renter's right to use the equipment terminated on due dates set forth above unless extended in writing by Dealer.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on a "as is " basis. Renter acknowledges receipt of all the equipment in good working condition and repair and declares that the Renter fully understands it proper operation and use. Renter acknowledges and declares that Renter has examined the equipment, and has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the equipment, if the Dealer, or the Dealer's employees assist in leading or unloading the equipment, Renter agrees to assume the risk of and hold the Dealer harmless for any property damage to personal injures, including damage or injures attributable to the negligence of the Dealer, or Dealer's employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration the equipment caused by ordinary and responsible use on a one-shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and cost incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of personal property should it at anytime, following the execution of this agreement or any subsequent agreement, become unsafe, or in a state of disrepair. Furthermore the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair, and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any persons and form the Rental Equipment or product.
4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees, at his sole expense to comply with all municipal, provincial and federal, laws, by-laws, ordinances, and regulations.
5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the Equipment from the province in which it is rented.
6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm, or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any claims or actions arising there from, Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein in case of the loss of destruction of any part of the Equipment, of at loss of possession thereof of inability to return the same to Dealer on the expiration and due date, for any reason whatsoever, Renter shall pay Dealer the actual replacement cost thereof and in addition thereto Dealer's loss use of said Equipment.0
7. **DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provides the Equipment in returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss damage or injury to Renter of Renter's property, including incidental, special or consequential damages in any way connected with the operation, use defect in or failure of the Equipment
8. **USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder in to secure the payment of rental charges hereunder and to and to guarantee the full and complete performance of each of all the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late penalty at the rate of one and one half (1½%) percent per month on all delinquent accounts.
9. **USE OF SECURITY AND DAMAGE DEPOSIT FOR MISSING OR DAMAGED ITEMS.** The renter authorizes the Dealer to use his or hers credit card information as supplied by the renter, for recovery of missing or damaged items.
10. **TENTS.** This Equipment shall include the normal anchoring and hardware required for set-up and use. Any additional Equipment or materials (i.e. special anchorage) required will be at the expense of the Renter. Renter agrees to be responsible for the safety and security of the Equipment during the rental period and any layover period. Renter agrees to pay to Dealer any and all costs to repair or replace any of the Equipment. Renter agrees to pay all cleaning charges to Equipment. It is the intent of the Renter that the Equipment is to be returned to the Dealer's premises on the expiration and due date in the same condition as the Equipment was at the commencement of the contract. If in the opinion of Dealer, the Renter is putting the Equipment to a use, which has, or is likely to cause damage to the Equipment, Dealer may immediately terminate the agreement and remove the Equipment. In the forgoing events, all deposits and prepaid rents and fees shall be absolutely forfeited to the Dealer, and Dealer shall not be responsible for any loss or damage as a result of such termination or removal of Equipment.

In the event of inability of Dealer to supply the Equipment to the Renter due to any circumstance beyond the control of the Dealer, it is agreed that Dealer's maximum liability shall be for the return of any deposit and or prepaid rental fee, only in the event such fees are not forfeited by the Renter for any other reason. Dealer shall not be responsible for any lost revenue incurred by the Renter or any other persons, due to the inability of Dealer to supply the above-mentioned Equipment.

It is a condition of this agreement that Dealer shall not be liable in any manner for injures or damages caused to persons, property, materials, stock, or other articles whatsoever that arise through the Renter's use of the Equipment of Dealer's supplying or installation of same and without limiting the generality of the foregoing. Dealer shall not be liable in any manner for injures or damages caused to persons, animals, or falling over or coming in contact with ropes, stakes, or other supports of Equipment. Renter agrees to indemnify and save harmless Dealer from any and all claims and the Renter agrees to reimburse and save Dealer harmless in the event of liability or loss by Dealer in such respect. It is a condition of this agreement that before erection of Equipment takes place, the Renter shall have all risk insurance along with adequate General and Tenants Legal Liability Insurance in form satisfactory to Dealer.
11. **INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless of, from and against any and all claims, loss, cost, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment, regardless of whether a lawsuit is filed in the event a suit is institution by Dealer to recover possession of said Equipment, or to enforce any of the terms, conditions, or provisions hereof. Renter agrees to pay all cost and reasonable attorney's fees of Dealer incurred in connection therewith.
12. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances will be considered a theft, resulting in a criminal prosecution.
13. **TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event a claim by the governmental authority for taxes arising out of this transaction, Renter agrees to pay Dealer said taxes upon demand.
14. **TITLES.** Title to the Equipment is, and shall remain in Dealer, if the Equipment is levied upon for any reason whatsoever. Dealer may retake the Equipment without notice or legal process, and may take action reasonably necessary to do so.
15. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of this Rental Contract.

**ATTORNEY FEES AND COSTS.** If any legal action or other proceedings, including arbitration or declaratory relief, is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, and other costs in addition to any other relief to which the prevailing party may be entitled.

**TERMS: CASH IN ADVANCE.** Established open accounts are due and payable net 10<sup>th</sup> of the month. Past due accounts bare late penalties of 1½ % per month. Renter agrees to provide Dealer with no less than one-month notice in writing, prior to the date set for rental of Renter's intent to cancel the Rental Contract. Renter agrees to pay Dealer a sum equal to 50% of the rental charge set forth in the face of this contract if Renter cancels the rental without giving the notice set forth herein.