

TERMS OF AGREEMENT

This agreement is a contract, whether for items actually taken out on rental at the time of this agreement, or for items being reserved for rental at some time in the future. Cancellation by the lessee shall be considered a breach of said contract. Cancellations must be made at least 10 days prior to stated "Rental Date" to avoid a 50% charge of any tent or canopy rental or 50% of the total rental charge of any rental agreement not containing a tent or canopy.

I, the renter, certify that I will only use this equipment in a safe, legal and lawful manner. In the event that I do use the equipment in an illegal or unlawful manner, I agree not to hold Party Season Tent Rentals or its employees responsible in any way even if they knew or should have known that my intended use was illegal or unlawful. I/We understand that I am required by law to inform Dig Safe before digging or driving stakes into the ground on my property or that of anyone else. I agree to comply with the terms of this law.

I/We do hereby rent and accept the above listed equipment from Party Season Tent Rentals and acknowledge the same to be in good condition and free from any apparent defect. I/We promise to return said equipment on or before the "Due Date" shown. I/We understand that failure to return by said "Due Date" will be construed as a violation of the General Laws of the Commonwealth of Massachusetts (Theft of Equipment).

I/We agree to pay the above rental price for said Equipment and agree to protect and preserve all said equipment and to use the same in a proper, legal and lawful manner and agree that in the event any of the said rented equipment is lost, stolen or destroyed prior to its return to the owners, to promptly pay to Party Season Tent Rentals the full value of such rented property in cash, such value to be determined by Party Season Tent Rentals or if said rented property is damaged in any way (normal wear and tear excepted) to pay the estimated cost of repair. Because rain, snow and other types of moisture can easily damage rental equipment, I/We agree to protect all rented property under this agreement from such occurrences. In the event damage does occur (due to moisture) I/We agree to pay Party Season Tent Rentals the full value as stated previously.

Delivery and/or pickup (when arranged for in advance) will be made at the convenience of Party Season Tent Rentals taking into consideration such factors as weather, personnel availability and other unforeseeable obstacles. Typically, tent installations performed by Party Season Tent Rentals are done 1 to 3 days prior to the date they are needed. You agree to have tent installation sites prepared in advance to accommodate the delivery/setup as here noted and to secure any permits that may be required in your municipality. Fire retardant certificates can be provided upon request from Party Season Tent Rentals for the rentals of tents or canopies. In the event a tent or canopy is rented; you agree to contact Dig Safe at least one week prior to the earliest anticipated installation date of said equipment. This is to obtain their authorization to drive tent stakes into the ground. You also agree to inform our installation crew and our office of any existing underground utilities and their locations. You agree to accept responsibility for any loss or damage of your property or the property of any other party caused by driving stakes into the ground for tent installations installed by yourself or that of an employee of Party Season Tent Rentals.

I/We do further hereby release, exonerate, indemnify and hold harmless the said Party Season Tent Rentals from all claims, causes of action liabilities, to all parties whatsoever for damage or loss to the Lessees, their agents or servants, or to any person, persons, corporations or property in any way arising out of or during, or as a result of the use of said equipment. If said equipment becomes broken or defective in any way it must be returned forthwith to Party Season Tent Rentals without repair or further use. It is agreed that the ownership of said equipment, at all times, shall remain at Party Season Tent Rentals and upon failure to pay rent, or upon any default, in the terms of this agreement the company may at once take possession of said equipment wherever the same may be found without notice to Lessee and remove the same and any expense incurred thereby shall be chargeable to the person or firm renting the equipment. Party Season Tent Rentals or its agents or servants, shall in no way be liable for any claims for damages or injury arising from the removal or repossession of said equipment. Rental and right to possession by Lessee shall terminate on the stated "Due Date" or when the deposit as applied to charges is used up, whichever of the two shall first occur.

It is understood that the rental charges shall commence as of the time and date hereof and ends only when the rented equipment is returned or delivered at the office of Party Season Tent Rentals. I/We further agree that all equipment rented under this agreement must be returned clean. I agree that Party Season Tent Rentals may refuse to accept any items that are not clean and that I am responsible for additional rental charges until such equipment is returned clean.

I, the Lessee hereby acknowledge that I have read all the above terms and conditions of this rental agreement. _____