

RENTAL CONTRACT

SEVERABILITY

The provider of this rental contract shall be severed able so that the unenforceability or waiver of the provisions shall not affect the remaining provisions RESPONSIBILITY OF USE & DISCLAIMER OF 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, indemnify and hold Damarkom Rentals harmless from and hereby release Damarkom Rentals from, and 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 Damarkom Rentals 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.

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 Damarkom Rentals of the facts. Damarkom Rentals agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from the obligations of the contract. In all events, Damarkom Rentals shall not be responsible for injury or damage resulting from failure or defect of rented items.

USE OF EQUIPMENT

Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to Damarkom Rentals you were. Renter further agrees that the items will be used only at the address listed on the contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited.

TIME OF RETURN

Renter's right of possession terminates upon the expiration of the rental period set forth on 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 Damarkom Rentals during regular business hours, promptly upon, or prior to the expiration of the rental period. If the renter does not timely return, the rental rate shall continue until items are returned.

PAYMENT

Renter shall pay all charges payable under this contract in advance, provided however that all foregoing shall not limit the amount payable by the 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 (7) days of the due date, Damarkom Rentals at our discretion may re-calculate rental charges on a daily basis and charge the credit card on file. Renter shall pay in addition to any other amounts payable hereunder, a service charge of 2.0% per month on all past due accounts. There will be a \$35.00 charge on any returned checks for any reason.

ADDITIONAL CHARGES

In addition to other charges and cost provided herein, the renter shall pay charges in accordance with company rates then in effect for the following services;

- Delivery or Pickup
- Delivery or Pickup from any location to other than ground level
- Setup/knockdown of tables and chairs
- Delivery and pickup after business hours, Saturdays, Sundays, and Holidays
- Service calls
- Site planning and preparation
- Last-minute or rush orders

CARE OF EQUIPMENT

In addition to its other obligations hereunder; Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

INSURANCE

Renter shall maintain, at renter's expense, liability, property, and casualty insurance coverage in an amount sufficient to fully protect Damarkom Rentals and its equipment against any and all claims, loss, or damage of whatever nature or type.

SITE PREPARATION

Renter signature _____

Sign Date

Renter agrees to have the site clean and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay an additional charge for any delay incurred along with any labor charges resulting in renter's failure to do so.

PERMITS & LICENSES

Renter agrees prior to any installation of rental equipment including tents, to obtain at renters 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 Damarkom Rentals for any additional costs incurred as a result of undisclosed or subsurface conditions resulting in an additional cost to us.

HOLD HARMLESS AGREEMENT

Renter agrees to assume all risk and agrees to hold Damarkom Rentals 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 of 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

DEPOSIT

Renter shall pay deposit at the time of reservation. This fee is 25% of total rental charge. The deposit is non-refundable.

PAYMENT

All orders are to be PAID IN FULL, prior to 7 days before the event, before the time of delivery/customer pick-up. Accepted payment methods are Check, Visa, Discover, MasterCard, and American Express. Items will not be delivered/released unless the total is paid in full, and we have received a signed rental contract. NO EXCEPTIONS. If payment is not made before 7 days prior of the event week, the remaining balance will be placed on the credit card on file. CC# must be placed on file, regardless of the payment method.

PRICING

Pricing is subject to change without notice. Prices represented on price list represent a three-day rental period, which includes customer pick-up/delivery the day before the event, keeping the items for the day of the rental, and customer return/pick-up on the day after the event. If you wish to rent items for an extended period of time, please contact a sales specialist for rates.

CANCELLATION POLICY

No refunds will be issued for items cancelled within 7 days prior to the event. Customer does, however, have the option to move rental date, as long as all items are still available, within 12 months of the canceled date. No changes to reservation to be made within 7 days of the event.

DELIVERY / PICK-UP

Delivery and pick-up available for additional fee. Canopy and big items require delivery/set up and take down/pick up. For a weekend event, we may deliver as early as Tuesday or Wednesday. If you are scheduled for a Friday delivery, we may call you at the beginning of the week and move the delivery day up a day or two, depending on workload and weather conditions. **We cannot guarantee a specific delivery/pick-up time.** To find out when your order is scheduled for delivery/pick-up, please call the week of your event date indicated on your contract. If a specific delivery/pick-up time is needed, additional fees may apply. Pickups that are scheduled for Monday may be pushed back to a later date due to inclement weather or high workload. Your flexibility is greatly appreciated by our staff. Please keep in mind that rental equipment is the customer's responsibility from the time of delivery until the time of pickup. Normal Delivery Prices represent the following requirements:

- Area is easily accessible to our trucks
- Equipment is to be unloaded within 20 feet of the tailgate of the truck
- All delivered equipment is dropped off in stacks as close to your requested area as can be reached with our delivery vehicle, according to prior submitted layout/directions sent by the customer.
- Delivery location must be on the first floor
- Delivery must take place during normal business hours 9:00am-5:00pm Monday-Friday
- Additional fees will be implemented for deliveries/pick ups needed past business hours once approved by management

CUSTOMER PICK-UP / RETURNS

Customers may pick-up most items from Damarkom Rentals warehouse during normal business hours, if they wish to avoid delivery and pick-up charges. Items that are not available for customer pick-up include all tents, stage and dance floor. If the equipment is returned dirty, the customer may be charged for cleaning of items. Damarkom Rentals is not responsible for any damages occurring to the vehicle during loading/unloading of items. All items are to be returned on the date listed on the invoice. If late, additional charges apply.

RETURNS – FINAL INSPECTION

Renter signature _____

Sign Date

Damarkom Rentals reserves the right to modify charges for broken, missing, damaged, or dirty items up to 14 days after items have been received prior to going through FINAL inspection. Propane rentals will not be refunded for unused product.

PRIOR TO PICK-UP OR RETURN

Rental Items including Tables and Chairs should be stacked in the same manner they were upon delivery. Linens should be dry and free of excess garbage to prevent mildew and staining. Additional charges will apply if restacking of items is necessary. Customer will pay the full replacement cost of linens if they have mildew or staining not removed during normal washing, as well as full replacement cost for any rental items or storage containers missing upon pick-up.

TENTS

Prior to tent setup, site must be clear of all sticks, patio furniture, yard decor, animal droppings, overhead tree limbs that may interfere, debris, etc. There must be at least 5ft-10ft clearance perimeter around the entire set up area for all tents. Tents will not be setup under sap producing or fruit trees. All tents we install must be anchored to the ground at all times, no exceptions. Our first priority is staking. This can generally be done in grass, dirt or sand. Please know what is underground before we arrive. We are not responsible for any underground utilities, sprinkler systems, septic systems, etc. Keep in mind that overhead clearance (i.e. electrical wire, tree branches, etc.) is also necessary. If set-up is required on concrete, pavement, gravel or any other surface that stakes are not permitted or able to be used, we use water barrels at an additional cost. Permits for tents are customer responsibility. Note, that water barrel anchoring is a last resort. We reserve the right to refuse to install tents if inclement weather, including wind, is expected. Customer assumes all responsibility for tents anchored by water barrels, and is held liable for any damages or injuries/death associated with failure due to water barrel usage.

SIDEWALLS

Sidewalls are an additional cost, and not included in the price of tents. Sidewalls are to be installed and removed by Damarkom Rentals. In the case of high winds, If Daramkom Rentals is not present, sides must be removed as they take away from the durability of the tent in high wind situations.

EQUIPMENT RESPONSIBILITY

All items are to be inspected by customer at time of drop off. If problems with items, Damarkom Rentals must be notified before event. 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 all costs of replacement or repair, including all labor costs. Renter shall pay a reasonable cleaning charge for rented items returned dirty. Any items not wanted upon delivery are still to be paid for by customer.

EMERGENCY LINE

If the renter fails to contact Damarkom Rentals directly after experiencing an issue with a rental item, no refunds, discounts, or other compensation will be provided. This policy is strictly enforced with no exceptions.

PROMOTIONAL

The renter acknowledges that Damarkom Rentals may use photos of events for promotional and marketing purposes.

Renter signature _____

Sign Date