

- 1.** All rentals are for one-day use. Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During the busy season, You Can't Beat This! Rentals (YCBT Rentals) may deliver 2 days before and pick up 2 days after. Customers will be notified appropriately.
- 2.** Unless credit has been established, all rentals must be secured by a 30% deposit at time of order. There is a 72 hour cancellation period, thereafter all deposits are non-refundable.
- 3.** For invoices with just rentals, the balance of the payment is due on the day of delivery (prior to setting out for delivery), unless credit has been established in advance. Invoices with decorations or catering, the balance of payment is due 2 weeks prior to event date (please see additional contracts for catering and/ or decorations). Acceptable methods of payment are: Visa, MasterCard, American Express, Discover, and cash. Checks are acceptable if approved by check cashing service. For all non-credit term customers, a refundable credit card deposit is required with each rental.
- 4.** There will be no return on deposits for orders made and cancelled within 30 days of the event. There will be a 25 % restocking fee for order reductions made within 24 hours of event due to possible loss of rentals to other clients.
- 5.** Final headcounts are due 72 hours prior to the event date, furthermore no changes or deductions may be made to an order 48 hours prior to the event. Some additions may be allowable within the 48-hour period, and may be subject to an additional labor charge.
- 6.** All sub-rentals require nonrefundable deposit.
- 7.** Deliveries & pickups are made during YCBT Rental's normal business hours at street level unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area. There is an extra fee for late night and/ or same night deliveries and or pick-ups.
- 8.** No credit will be given for unused items once delivered.
- 9.** Customer shall use all property in a careful and proper manor, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
- 10.** Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that YCBT Rentals has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of

the property. You Can't Beat This! Rentals shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.

11. Customer shall indemnify You Can't Beat This! Rentals against any claim, action, damages, and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental property.

12. All equipment is to be knocked down and stacked for pickup. For health purposes, all china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse free and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.

13. If the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at cost price of 3x rental cost for light damage or full replacement of items that cannot be restored and shall be due and payable upon billing in addition to the rental charge.

14. No goods may be moved from the place of delivery without written permission of YCBT Rentals. Customer shall have all equipment available for pickup by YCBT Rentals on the pickup date listed under "Pick up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup.

15. Customer shall not deliver possessions of the rental property to any individual(s) other than YCBT Rental's employees, and shall require reasonable identification from such individual(s) prior to surrendering possession.

16. All column set leases require a separate contract and a 60% deposit. If the lease is canceled more than 30 days before the use date, half of the deposit will be returned. Otherwise the deposit will be forfeited. Without an executed contract, column availability cannot be guaranteed. Additional tent lease conditions are contained in the "Column Lease Agreement".

17. Every effort is made to fill your order exactly as requested. If circumstances prevent YCBT Rentals from doing so, YCBT Rentals reserves the right to upgrade the quality or find a substitute product.

18. YCBT Rentals must be notified of any reduction in order quantities no later than 72 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.

19. YCBT Rental employees are not permitted to move household furniture.

Liability Release

Indemnification: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorney's fees incurred by lessor in such defense.

Photo Release: I grant to YCBT Party Rentals, its representatives and employees the right to take photographs of me and my property and event decor in connection with YCBT Party Rentals services. I authorize YCBT Party Rentals, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that YCBT Party Rentals may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Purpose of this Clause: The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Special Note on Bounce Houses: YCBT Rentals will not be held liable for any injuries resulting from bounce houses. Customer agrees to monitor children in bounce houses and that rental is at own risk. Customer agrees to forever hold YCBT harmless of all injuries or claims resulting from bounce house.

Special Note Regarding Flower Arrangements and Other Measurements: It is customer's sole responsibility or in some cases the planner's to make sure that YCBT Party Rental items meet the specifications needed for florists, venues, and other vendors. It is highly recommended that the florist has a sample centerpiece vase in hand prior to making flower arrangements. It is also highly recommended that customer verifies sizes of tables before placing linen orders. YCBT Party Rentals is not responsible for measuring vases, linens, etc. Verbal measurements are a courtesy but should not be considered final. Customer should make every effort to measure items in person or have vendors, such as florist take measurements in person.

Special Note Regarding Wedding Coordination Services: YCBT Party Rentals offers same day wedding coordination that includes a head coordinator, an assistant coordinator, and set up staff as needed. Wedding coordination is not wedding planning. When contracting for wedding coordination services, YCBT Party Rentals will allocate 10 hours of planning time for the use of coordinating follow up calls with vendors and meeting with the bride/customer to go over arrangements. The bride/ customer fully understands that sole responsibility for planning the wedding/ event falls on customer and that representatives of YCBT Party Rentals are just facilitators that will execute plans already made by bride/ customer. YCBT Party Rentals is not responsible for miscommunication with vendors or vendor mistakes. Although YCBT Party Rentals will make every effort to go beyond the call of duty to make event flawless, bride/ customer must understand that many circumstances are out of our control. Bride/ customer agrees to pay any costs incurred by YCBT Party Rentals associated with having to fix last minute mistakes (i.e., purchasing last minute items, reprinting programs, etc).

Special Note Regarding Chiavari Chairs: Due to the high demand and competitive pricing of our chiavari chairs, a 50% deposit will be required to hold date and will be non-refundable in case of cancellation. Please also be advised that there *may* be a \$25.00 cushion cleaning fee assessed to chiavari chair orders.

I have read and agree to the Conditions of Rentals

Signature

Date