



TERMS & CONDITIONS

Jake Duke LLC, hereby agrees to rent to the Customer the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. **TITLE AND OWNERSHIP.** The rented equipment shall at all times be and remain the sole and exclusive property of JAKE DUKE LLC. Customer shall have only the rights to use the equipment in accordance with the terms of this agreement. JAKE DUKE LLC shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of JAKE DUKE LLC. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of JAKE DUKE LLC.

2. **WARRANTIES.** JAKE DUKE LLC is neither the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

3. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless JAKE DUKE LLC its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorneys' fees paid by JAKE DUKE LLC in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

4. **RESTOCKING.** Customer understands and acknowledges orders are prepared for delivery in advance of delivery date. Customer agrees that as part of the rental agreement, any order deletions, reductions, and/or cancellations

must be made at least 14 days prior to delivery or customer pick up for tent, tent accessories, and linen and at least 7 days prior to delivery or customer pick up for all other rental items. Such deletions, reductions, or cancellations made less than the above stated policy will incur a 100% restocking charge to the customer.

5. INSPECTION. Customer acknowledges that he/she has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the equipment prior to its use and to notify JAKE DUKE LLC of any defects. If JAKE DUKE LLC is notified of faulty equipment or defects upon Customer return of items, JAKE DUKE LLC will inspect the equipment to verify items were un-usable. Refunds are based upon the inspection and are not guaranteed. If items are found to be in good and working order, no refund will be credited to the Customer.

6. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If equipment becomes unsafe and/or in disrepair for any reason, the Customer agrees to discontinue its use and notify JAKE DUKE LLC immediately. JAKE DUKE LLC will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. JAKE DUKE LLC is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto. If JAKE DUKE LLC replaces the equipment and upon testing the original equipment, discovers that the equipment is in good working order, additional charges may occur for delivery of replacement equipment.

7. ASSIGNMENTS, SUBRENTAL AND LOANS OF EQUIPMENT. Customer may assign its right under this contract without JAKE DUKE LLC consent, but will remain bound by all obligations herein. The Customer may not sub-rent or loan the equipment without JAKE DUKE LLC written permission. Any purported assignment by the Customer is void.

8. RETURN OF EQUIPMENT. At the termination of this agreement, Customer shall return all the equipment to JAKE DUKE LLC premises during JAKE DUKE LLC posted business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring if items were not returned within JAKE DUKE LLC regular business hours. If JAKE DUKE LLC has agreed to deliver the equipment to the Customer or to pick up the equipment from Customer, the Customer shall be responsible for all losses or damage to the equipment from time of delivery to Customer and until picked up by JAKE DUKE LLC. Time is of the essence in this agreement. Any extension must, at JAKE DUKE LLC election be mutually agreed upon in writing.

9. INSPECTION BY JAKE DUKE LLC. JAKE DUKE LLC shall at all times have the right to enter any premises where the equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

10. PERMITS AND LICENSES. Customer shall at its own expense, and prior to the installation of the equipment, provide all necessary permits, licenses, and other consents unless JAKE DUKE LLC has included charges on the confirmed order to provide any necessary permits.

11. COMPLIANCE WITH LAW and SAFETY REGULATIONS. As JAKE DUKE LLC has no control over the use of rented equipment by Customer, the Customer agrees at its sole expense to comply with all municipal, county, state, and federal laws, ordinances, and regulations, including the Occupational Safety & Health Administration Act of 1970 which may affect the equipment while it is in the possession of and use by the Customer. Customer shall not permit any person who is not legally qualified to use equipment.

12. DELIVERY/PICK UP. Delivery is made to closest point a delivery truck can park. Extra charges will result in deliveries to up/downstairs, elevator use or any point where extra time is involved.

13. CLEANING. China and Glassware must be returned rinsed, scraped free of food, and repacked properly in containers provided or additional charges will be assessed.

14. LINENS. Table linens are inspected prior to release to customer and upon receipt from customer. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the replacement cost of the linen. Return all linens dry and free of waste. Linens are to be placed in linen bag(s) provided. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - mildew will result.

15. LOSS, SHORTAGES, DIRTY, OR DAMAGED EQUIPMENT. Customer agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of JAKE DUKE LLC. Customer also agrees to pay a reasonable cleaning charge for all equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by JAKE DUKE LLC at JAKE DUKE LLC option by others.

16. LOST PROPERTY. The Customer agrees to pay for equipment at its Replacement Cost when rented for all types of lost or mysterious disappearance. If the rented equipment is not returned to JAKE DUKE LLC within 48 hours of date specified on the face of this contract, such equipment shall be considered lost or stolen.

17. COLLECTION COSTS. The Customer agrees to pay all reasonable collection, attorney's, and court fees and other expenses involved in the collection of charges or enforcement of JAKE DUKE LLC rights under this contract.

18. WEATHER RELATED RISKS. Customer assumes all weather related risks involved in holding an outdoor tented event. JAKE DUKE LLC will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond JAKE DUKE LLC control, Customer shall still be liable for payment in full of all charges.

19. PREPARATION OF SITE. Customer agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of JAKE DUKE LLC work crew. Customer further agrees to have all tent area cleared for removal prior to our arrival. All non-rented equipment and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

20. ELECTRIC POWER AND LIGHTING. Customer agrees to furnish JAKE DUKE LLC access to, and the right to use Customer's electrical and power source for the installation and operation of the rented equipment.

21. HARDWOOD FLOORS/SURFACES. JAKE DUKE LLC will not be held responsible for any damage which may occur due to the placement of rental equipment on any surface including but not limited to hardwood floors, outdoor decks, concrete pads, etc.

Signature

Name

Date