

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Hoosier Tent & Party Rental Company, an Indiana corporation, d/b/a "Hoosier Tent & Party Rentals" (hereinafter, "HTP") agree as follows:

- As used herein, "Order" refers to your "Reservation" or "Order" with HTP; "Contract" refers to the Order together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified in the Order (including any "Instructions" and/or safety equipment provided per the terms of Section [or "S"] below); "Site" means the location or address where such Item(s) are to be delivered and/or used, as set forth on the Order; "Customer," "Lessee," "you" and "your" mean the customer or lessee identified in the Order, and "Lessor," "we," "us" and "our" mean HTP.
- You agree to rent the Rented Item(s) from HTP for the period(s) specified in the Order (the "Term"), and to pay HTP's stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by HTP in the return condition required under § 9 below. Unless otherwise specifically agreed by HTP, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will not be reduced for weather delays, time in transit or any other period of nonuse. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
- We have estimated the Rent based on your estimate of the length of the Term ("Estimated Rent"). You agree: (a) to pay HTP: (i) the Estimated Rent, together with any deposit specified on the Order (or if none, 100% of the Estimated Rent) (the "Prepayment") when specified on the Order (or if not so specified, at least 30 days prior to commencement of the Term); and (ii) any additional amounts coming due hereunder upon demand by HTP; and (b) that: (i) HTP may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment shall be transferable or assignable by you; and (iv) no Prepayment will be deemed a limit of your liability to HTP.
- If you cancel your reservation or order with HTP at least 30 days prior to the originally scheduled commencement date of the Term, HTP will refund your Prepayment, net of any charges due under §§ 2 and/or 3. In all other events: (a) all Estimated Rent and other amounts due and coming due hereunder will be due and payable promptly and in full by you to HTP; and (b) all Prepayments shall be **NON-REFUNDABLE**.
- If we agree to provide any services (including without limitation, delivery, installation and/or retrieval of any Item(s)), you agree to: (a) pay our charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless HTP. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quantities and proper installation and setup).
- WARNINGS: TENTS, INFLATABLES, DUNK TANKS, AMUSEMENTS, STAGES, AND FLOORS ("TEMPORARY STRUCTURES") AND ITEMS USED FOR COOKING AND/OR HEATING: (A) CAN BE DANGEROUS; (B) SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (C) MAY MOVE, SHIFT, TIP, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph).** If hazardous weather occurs or threatens, you agree to: (a) immediately cause all persons to **DISCONTINUE USING AND EVACUATE** the Rented Item(s), and protect all Rented Item(s) and its/their contents; and (b) **PERMIT HTP, IN ITS SOLE DISCRETION, TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL OF THE RENTED ITEM(S)** (without obligating HTP to do so).
- Upon your execution of this Contract (or upon later delivery to the Site of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that each Item: (a) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (b) is appropriate for your purposes; and (c) was selected (not based on any recommendation by HTP), examined and inspected solely by you. You further represent, warrant, acknowledge and agree that you: (i) have received, read and understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give all proper notice(s) to governmental authorities; (v) will timely obtain all applicable licenses, permits, authorizations and approvals (including all city/municipal permits, as well as the approval(s) of all owner(s) of any property on which any Temporary Structures is/are to be installed); (vi) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 or go to www.Indiana811.org at least 2, but not more than 20, full working days in advance); (vii) will immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and post in a conspicuous place, an **OSHA-COMPLIANT EVACUATION PLAN** for all Temporary Structures; (ix) **WILL ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES**; and (x) will comply, and ensure that all others fully comply, with this Contract at all times.
- You will ensure that the Site is reasonably clean, flat, dry and fit for delivery, installation and use of the Rented Item(s), and that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site; and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules, regulations, warranties, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) use open flames in, under or near any Temporary Structure; (ii) abuse, misuse, overuse, move, remove from the Site, conceal, repair, modify or damage any Rented Item; (iii) violate any law, rule, regulation, policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without the prior written consent of HTP (granted, conditioned or withheld in our sole discretion).
- You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to HTP on time, clean, free of dirt, stains, burns, marks, mold, mildew and debris, and otherwise in good order, condition and repair, properly serviced and maintained. If you fail to do so, you will pay HTP: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, HTP incurs in connection with such failure. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). You agree to ensure that, upon return, all such Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**
- In the event of a Malfunction (as defined in § 7), you will immediately cease using, if applicable, evacuate the Malfunctioning Item and notify HTP. Provided the Malfunction did not result from any willful or negligent act or omission, or any breach of this Contract, by you or anyone you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable replacement Item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. HTP will have no other obligations regarding Malfunctions, all of which you waive, together with all associated incidental, consequential, special, exemplary and punitive damages.
- You agree to maintain any and all **INSURANCE** HTP deems necessary in connection herewith, including without limitation, liability insurance with minimum limits of at least \$1,000,000 per occurrence, host liquor liability insurance, and property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. All such policies (if required by HTP) shall: (i) name HTP as an additional insured and loss payee; (ii) waive subrogation against HTP; (iii) be primary and non-contributory (HTP's insurance will be excess) and (iv) include any other provisions (including a severability of interests clause) HTP may require.
- If and only if we have offered our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and you have paid the LDW fee set forth on Page 1 prior to commencement of the Term, then with respect solely to the Item(s) covered by LDW ("Covered Items"), you will have no liability to HTP for 80% of the cost to repair or

replace such Covered Items (up to \$10,000) if and to the extent they suffer physical damage during the Term; provided however, that **you will remain liable to HTP for: (a)** 20% of all repair/replacement costs for Covered Items; (b) **ALL** damage to or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or any failure to return Covered Item(s); (iii) gross negligence, misuse and/or abuse of any Rented Item(s); (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any law, warranty or policy of insurance; (c) all damage to batteries, glass, tires, belts, tracks, chains, knobs and/or hoses; and (d) all repair and replacement costs for damage to Covered Item(s) in excess of \$10,000 in the aggregate across all Rented Items. You may decline LDW if you fully and timely comply with this Contract (including § 11). **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. Except with respect to Items we rent from one or more third party(ies) (each, a "TPO") and then re-rent to you ("Re-Rented Items"), HTP will retain the sole and exclusive title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **YOU SHALL NOT move, reposition, remove from the Site, loan, transfer, sublease or assign any Item(s) or this Contract without the prior written consent of HTP.** HTP may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of HTP.

14. HTP IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **"AS IS"**. EXCEPT ONLY AS REQUIRED BY APPLICABLE LAW, NEITHER HTP NOR ANY TPO MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (**INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR WORKMANLIKE PERFORMANCE, AND/OR ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE**) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES HTP OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, MODELS, DEPICTIONS, OR ADVERTISEMENTS OFFERED OR ACCEPTED BY HTP OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

15. **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETAKING OF THE SAME, WHETHER OR NOT YOUR FAULT; (B) RELEASE AND DISCHARGE HTP AND EACH TPO, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HTP AND EACH TPO, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, OWNERS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL INJURIES, LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES (as well as any breach of this Contract by you or any guarantor); and (C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, exemplary and punitive damages, against HTP and each TPO.

16. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely pay or perform your obligations arising under, or otherwise fail to fully and timely comply with, any provision of this Contract; (b) provide any incorrect or misleading information to HTP; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW (if available), as provided in § 12), you will be in **default**, whereupon, HTP may, with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, lock, empty, evacuate, dismantle and/or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless HTP); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor HTP's associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term, interests, court costs and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available in connection herewith, all of which shall be cumulative.

17. This Contract, together with any Addenda provided by HTP (including without limitation, our "Evacuation Plan Guidelines" and "Safety Rules for Temporary Structures"), each of which is incorporated herein, represent the entire agreement between you and HTP, superseding all other agreements and representations, including our website and advertising. You hereby grant to HTP and each TPO a perpetual, paid-up, royalty-free license to edit, distribute, display and copy all audio and visual representations which include any of the Item(s). The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot be further amended or extended except in a writing signed by HTP. If HTP commences legal action to enforce this Contract, HTP will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from you and/or any guarantor (it being acknowledged that, where required under state law, this attorneys' fee provision will be deemed reciprocal). Time is of the essence. HTP may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of HTP is rendered impractical as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond HTP's reasonable control), HTP will be excused from such performance. You waive the benefits of all statutes of limitations regarding HTP's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You agree to pay HTP the maximum lawful charge for any check you write which is returned unpaid, and authorize us to submit all amounts due under this Contract for payment on any debit and/or credit card(s) you provide. HTP's maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to HTP hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. These Terms and Conditions will apply not only to all Item(s) identified on the Order, but also to all other Items you obtain from HTP at any time in the future (except only if we otherwise agree). You agree to pay all taxes (including all sales and use taxes), fines, fees, duties, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge that this Contract: (i) constitutes a true "operating lease" (and not a disguised financing); (ii) is fair and reasonable under the circumstances; and (iii) shall be interpreted under the laws of Indiana, and proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in, and the federal, state and local courts located in or nearest to Hendricks County, IN (unless waived by HTP). You hereby consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addendum will be deemed originals.

18. **WARNING:** A person who knowingly or intentionally exerts unauthorized control over property of another person commits **CRIMINAL CONVERSION**. See Indiana Code § 35-43-4-2 and 3, *et seq.* for details.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE