

1. **Physical Condition of Rental Item(s)** - You acknowledge that prior to taking the rented item(s), you examined it saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return item(s) to A to Z Party Rental ("AZPR") in the same condition, except for ordinary wear and tear.

2. **Use of Item(s)** - You agree that you are satisfied with the instruction given by AZPR in the proper and safe manner of using the item(s) or that you are so familiar and told AZPR that you were. You further agree that the item(s) which will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. Customer (or any person or entity acting with the permission of the customer, whether expressed or implied) is prohibited from attempting to repair, modify or attach anything to any rented equipment without the prior approval of AZPR. THERE IS NO WARRANTY EXPRESSED OR IMPLIED FOR FITNESS OR MERCHANTABILITY.

3. **Responsibility for Use** - You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold AZPR harmless from, and hereby release AZPR from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from AZPR's negligence, from the defective condition of the item(s) or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this rental.

4. **Responsibility for Equipment** - From the time the item(s) is rented out until it is returned, in its entirety, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible and hereby agree to pay all charges, including labor costs to replace or repair the item(s). You further agree to be responsible for and to pay the continuing rental charge for the item(s) for the period of time necessary for the replacement or repair. If missing item(s) and/or part(s) are returned after charges have been processed, customer will not receive a credit. If the item(s) is returned not cleaned, a cleaning charge will be imposed and you agree to make such payment.

5. **Item Failure** - You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify AZPR of the facts. AZPR agrees in its discretion to make the item(s) operable within a reasonable time or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other Paragraphs, including 4 and 6. In all events, AZPR shall not be responsible for an injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. **Return of Item(s)** - The rented item(s) is AZPR's property and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this rental beyond the time and date specified on the front under "Will Call Return" or "PU Window", you must immediately notify AZPR, and prior to the scheduled return date to obtain our approval, the terms for such an extension and a modification of this contract (see Paragraph 13). If this agreement has not been extended and you fail to return the item(s) when due in, AZPR, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so AZPR or its representatives may enter your property and you hereby waive any right of action against AZPR for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the same or concealment of rented item(s) are prohibited, and that such action may constitute a crime. AZPR, in addition to any other action we may take, may notify the authorities and take other action including the filing of criminal complaints, subjecting you to prosecution.

7. **Charges and Payments** - Time is money. You are responsible for rental charges from the time of receipt of the item(s) until their return in addition to all other charges provided here-under. Items must be returned on time, clean and in good condition. You, your representative, agent, and/or principal shall be responsible for and shall pay to AZPR all charges hereunder. All charges must be paid upon the return of the item(s) and on demand. If any such charges are to be paid by someone other than the Renter, the Renter represents that he/she is the agent of such party and has the legal authority to incur such charges on behalf of such other person or entity. Regardless, the renter understands and acknowledges that he/she will remain liable for the charges and for other obligations incurred hereunder. A daily charge of 20 percent of the daily rate shall be imposed for all returns made after the "Will Call Return" or scheduled pick-up date. Unless waived by AZPR, full payment of the rental charge is due fourteen (14) days prior to the event date. Unless other terms have been defined in advance of rental, cancellation of any reserved items more than 30 days prior to delivery date will incur a 35% fee of the rental rate. Cancellation of any reserved items more than 14 days prior to delivery date will incur a

65% fee of the rental rate. There are no refunds for cancellations within 14 days of delivery. The change of rental items will incur a cancellation fee. A 15% transfer fee applies to each postponed event date, new date to be provided within 14 days of the postponed date. Notification of postponement must be in writing and provided to AZPR more than 5 days prior to delivery. Order is subject to availability. Permit / engineering / CAD / licensing fees and custom orders are non-refundable and non-transferable.

8. **Collection Costs** - You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. **Modification of Contract** - This paper represents our entire contract, and there are no collateral, oral or, other agreements outstanding. None of AZPR's rights may be changed and no extension of the term of this contract may be made except in writing signed by AZPR and made a part of this contract.

10. **Damage Protection** - If you pay the damage protection charge as specified, subject to the limitations and exclusion below, AZPR agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, riot. We exclude from this waiver, however, any loss or damage due to theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent person would their own property. If any such loss tends to indicate a crime may have been committed, you must file a report to the proper law enforcement authorities and furnish AZPR a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with AZPR to obtain recovery and all insurance proceeds shall be given or assigned to AZPR.

11. **Choice of Law** - The lease shall be governed and construed under the laws of the Commonwealth of Pennsylvania and Lessee agrees any cause or action hereunder arose out of transactions in the county where Lessee's principal place of business is located, and further agrees to submit to jurisdiction in Pennsylvania. The Parties expressly waives the Uniform Commercial Code, Article 2A-Leases.

12. **Loading/Unloading of Equipment** - AZPR is NOT RESPONSIBLE for any property damage or personal injury sustained while equipment is being loaded into or out of a customer's vehicle. If our employees assist in the loading and/or unloading, the customer assumes the full risk of any such damage or injury.

13. **Use of Lessee's Purchase Order Number** - The use of Lessee's purchase order number on this contract is for Lessee's convenience and identification only. This contract constitutes the sole agreement between Lessor and Lessee and supercedes any purchase order provisions whether sent to or received prior to or subsequent to this contract. Absence of purchase order number shall not constitute grounds for non-payment of rental charges when Lessee has enjoyed or had the right to enjoy the use of the rented items.

14. **Lost, Stolen, or Damaged Property** - You agree to pay the replacement value of the goods in the event of their theft, loss, partial return or total damage as an insurer, regardless of the cause, while the goods are out of the possession of AZPR. "Total Damage" shall be defined as damage to the goods the repair of which would necessitate a cost of greater than the replacement value as set forth in this contract. It is also understood and agreed that you shall be responsible for the full rental rate for a period of thirty (30) days from the day of reporting the theft, loss, or total damage or until AZPR is compensated for the loss of the goods, whichever date shall first occur. You shall furnish to AZPR a police report demonstrating that the loss, theft, or total damage of the goods have been reported to the appropriate police agency. You agree to immediately notify AZPR if the goods are stolen, lost or totally damaged.

15. **Delivery and Pick-Up** - Should Lessee require delivery and/or pick-up, Lessee agrees to be responsible for all associated charges. Lessee agrees that the delivery and pick-up charges listed on the contract are for delivery or pick-up only to the immediate area adjacent to AZPR's vehicle. If Lessee requires delivery or pick-up beyond that point, Lessee agrees to be responsible for additional charges related thereto up to and including the fees for additional personnel for the movement of the items. Also, where delivery or pick-up of the items is required indoors, Lessee agrees to waive any claim for damages to Lessee's property which may result. Further, Lessee agrees to indemnify and hold Lessor harmless for any claims of whatever nature set forth by others as a result of alleged damages sustained by such others as a result of the movement of the rental items by Lessor, at the request of the Lessee.

16. **Severability** - You agree that the provisions of this contract are fair and reasonable. Nevertheless, if a court of competent jurisdiction should invalidate any provision of the contract, all other provisions shall survive and remain valid and enforceable. If a court of competent jurisdiction should decline to enforce any provision on the ground that it is over broad or unreasonable, that provision shall be narrowed only to the extent required so that it may be enforceable under State law.

THE PARTIES AGREE THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.