

1. DEFINITIONS. "SES" means the corporate subsidiary of Special Event Services, Inc., identified on the first page of this Rental Contract from whom the Customer has rented the Equipment. "Equipment" means any one or more of the Items identified as such on the front of this Rental Contract, and shall include any accessories, attachments or other similar Items delivered to the Customer, such as tents, staging, chairs, tables, linens, props, stanchions, etc. "Customer" means the person or entity identified as such on this Rental Contract, including any representative, agent, officer or employee of Customer. "Store Location" means the SES address on the front of this Rental Contract. "Rental Period" means the period of time between the "Delivery Date" and "Pickup Date," set forth on the front of this Rental Contract, except that the Rental Period may terminate earlier as provided in item 16.

2. AUTHORITY TO SIGN. Any individual signing the Rental Contract represents and warrants that he or she is of legal age, and has the authority and power to sign the Rental Contract on their own behalf or for the customer.

3. DISCLAIMER OF WARRANTIES. SES makes no warranties, express or implied, as to the merchantability of the Equipment or its fitness for any particular purpose. There is no warranty that the Equipment is suited for Customer's intended use, or that it is free from defects. Except as may be specifically set forth in this Rental Contract, SES disclaims all warranties, either express or implied, made in connection with this rental transaction.

4. INDEMNITY / HOLD HARMLESS / DAMAGES. Customer waives, releases and renounces all claims, rights and remedies against SES, in tort, contract, strict liability, product liability or otherwise arising out of or in connection with the use, operation, possession, assembly, disassembly or maintenance of the SES Equipment for any claims for personal injury, death, loss of use, revenue or profit from the Equipment, any claim of contribution or indemnity against SES, or any other direct, indirect, incidental or consequential damages. This waiver includes any claim or cause of action based in whole or in part upon SES's own negligence. Customer acknowledges that it has a choice with regard to its decision to rent equipment from SES, and is under no compulsion to enter into this agreement with SES. Customer agrees to indemnify SES as SES has no control over the Items rented by the Customer, agrees to indemnify and hold SES harmless from any claims, whether those claims arise in tort, contract, strict liability, products liability or other causes of action, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of SES, of any person, party or parties, for loss, injury, damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, in defense of such claims. SES shall be released hereunder of conditions brought about by Acts of God, strikes, boycotts, civil insurrections or commotion, invasions by a common enemy, or other conditions beyond their control. SES shall not be liable for injuries or damages caused by fire from any cause, rain, sleet, hail, snow, storm, excessive wind, floods, other disturbances of nature or by Equipment falling by reason thereof upon any persons, materials, or exhibits while under, near or about the Tents or Rentals. SES shall not be liable in any manner for injuries or damages caused to persons or things falling over or coming in contact with ropes, chains, stakes, or other supports or parts of the Equipment.

5. RECEIPT & INSPECTION OF EQUIPMENT. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment.

6. USE OF EQUIPMENT. Customer will not allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, on a one (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from misuse of the Equipment (B damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (c) wear resulting from use in excess of shifts for which rented; and (d) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of SES and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

7. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunctioning or require repair, Customer shall immediately cease using the equipment and immediately notify SES. If such condition is the result of normal operation, SES will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. SES has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges occurring after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

8. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to SES in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves SES until it is returned to SES. In the case of the loss or destruction of any Equipment, or inability or failure to return some to SES for any reason whatsoever, Customer will pay SES the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay SES the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. SES shall be under no obligation to commence repair work until Customer has paid to SES the estimated cost for the repair of the Equipment solely to the negligence of the Customer, his agents, employees or guests, shall cause the Customer to become liable for damages suffered. In the event the Equipment is blown down or damaged in any manner whatsoever due to storm, excessive winds or other disturbances of nature the full rental shall be due and payable. Customer agrees that damages to the Equipment due to rain, hail, sleet, snow, storm, excessive winds, fire caused by lightning or otherwise or any other disturbance of nature shall be Customer's responsibility.

9. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from misuse of the Equipment (B damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (c) wear resulting from use in excess of shifts for which rented; and (d) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of SES and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

10. LATE RETURN. If not returned by the end of the Rental Period, in addition to the rental rates set forth in the Rental Contract, Customer agrees to pay an additional charge of 1/6 of the daily rental rate for each hour the Equipment is retained beyond the expiration of the Rental Period. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of SES's next business day in the event the Equipment is returned to the Store Location at other than SES's regular business hours.

11. RENTAL PERIOD & CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the Store Location or at the time of delivery and end when the Equipment is returned or picked up. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per month. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Contract.

12. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by SES as a result of the breach.

13. PAYMENT. All amounts due hereunder shall be payable in full upon the delivery of the Equipment to Customer, unless otherwise agreed upon. Customer acknowledges that timely payment of rental charges is essential to SES's business operations and it would be impractical and extremely difficult to file the actual damages caused by late payment. Customer and SES agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such past due amounts, or the maximum amount allowed by applicable law.

14. FAILURE TO DELIVER. Customer releases and discharges SES from any and all liability or damages (including consequential and special damages) which might be caused by SES's failure or inability to deliver any Equipment by any specified date or time.

15. TITLE / NO PURCHASE OPTION / NO LIENS. The Rental Contract is not a contract of sale and title to the Equipment shall at all times remain with SES. Unless covered by a specific supplemental agreement signed by SES, the customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. DEFAULT. Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Contract, or should the Customer become "insolvent" (as defined herein), or should SES anticipate that Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, SES may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amount due hereunder immediately due and payable and commence legal action therefor; (c) cause SES's employees or agents without notice or legal process, to enter upon Customer's property and take all actions necessary to retake and repossess the Equipment, in which event Customer shall waive all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by SES in retaking and repossessing; or (d) pursue any other remedies available by law. The Customer shall be considered "insolvent" if the Customer (I) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (II) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (III) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (IV) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (V) shall take any action indicating its consent to approval of, or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

17. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to SES proof of such insurance by Certificate of Insurance clearly showing third party coverage for the Equipment and naming SES as loss payee and additional insured; such insurance and evidence thereof to be in amounts and form satisfactory to SES the Certificate of Insurance and policy shall provide that S.E.S shall receive not less than 30 days' notice prior to any cancellation of the insurance required hereunder.

18. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of SES and any such action by Customer, without SES's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front of this Rental Contract unless SES approves otherwise in writing.

19. RENTAL PROTECTION PLAN PROVISIONS. For security against damage items, a non-refundable Rental Protection Plan equal to 8% of the total rental rate is available for all rental orders. The Plan Is Not Insurance.

A. If Customer elects to accept and pay for the Rental Protection Plan (the "Plan") on the front of this Rental Contract, Customer will not be responsible for more than 10% of replacement value, not to exceed \$500, from losses arising from theft or direct physical damage to the Equipment, if it is used for its specific purpose and not misused.

B. Notwithstanding the foregoing, SES will not waive a claim for loss or damage: (i) to Equipment as a result of overloading or exceeding its rated capacity; (ii) to motors, generators or other electrical appliances or devices caused by portable electric current; unless the source is a generator supplied by SES; (iii) resulting from a lack of, or improper servicing of the Equipment, or damage resulting from misuse, abuse or failure to maintain; (iv) due to mysterious disappearance, or any Equipment that is not returned for whatever reason, including theft, unless from break and entry substantiated by a police report. Break and entry includes forced entry into a building, enclosure or the Equipment itself, or forced entry into the Equipment itself; (v) due to theft of accessories and other similar items; and (vi) due to use of Equipment in violation of any terms of the Rental Contract or any illegal use.

C. If Customer has insurance covering any loss or damage to which the paragraph "19" relates, the Plan becomes secondary and shall only apply to the extent such damage is not covered by Customer's insurance. Customer shall exercise all rights available to Customer under said insurance and take all action necessary to process a claim therefore. Customer hereby assigns said claim and any and all proceeds from such insurance to SES upon request of SES, Customer shall fully cooperate with SES and furnish the name of Customer's insurance agent, insurance company and information concerning Customer's insurance coverage.

20. ENTIRE AGREEMENT / ONLY AGREEMENT. This Rental Contract represents the entire agreement between the Customer and SES with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of SES's rights or Customer's rights may be changed and no extension of the terms of this Rental Contract may be made except in writing, signed by both SES and Customer. Any use of Customer's purchase order number on this Rental Contract is for Customer's convenience only. This Rental Contract supersedes any purchase order or other Customer provisions or forms whether sent to or received prior to, or subsequent to this Rental Contract.

21. OTHER PROVISIONS.

A. Any failure of SES to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of SES's right to demand strict compliance. Customer has carefully reviewed this Rental Contract and waives any principle of law which would construe any provision hereof against SES as the drafter of this Rental Contract.

B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by SES in the collection of any charges due under this Rental Contract or in enforcement of its terms.

C. Customer shall pay the rental charges without any offsets, deductions or claims.

D. The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Contract. Trial by jury is waived. Service of process may be effected by certified mail to Corporation Service Company, 1201 Hayes Street, Tallahassee, FL 32301. SES shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

23. RESERVING EQUIPMENT.

- Quotes, Estimates and Proposals do not guarantee availability of Equipment.
- Equipment will be reserved only upon receipt of a valid credit card, a signed rental contract and a 50% deposit.
- All reserved Equipment is subject to our Cancellation Policy.
- Equipment cancelled the day of event will be charged the full rental price.

22. CANCELLATION POLICY.

Cancellations are subject to restocking fees as follows:

30+ Days Notice	10% of Cancelled Rental Fee.
10-29 Days Notice	25% of Cancelled Rental Fee.
9 - 1 Day(s) Notice	50% of Cancelled Rental Fee.
The Day of the Event	100% of Cancelled Event Fee.

24. FINAL PAYMENT.

All amounts are due upon the delivery of Equipment to Customer, unless otherwise agreed upon in writing.

25. SITE PREPARATION / SET-UP.

- SES reserves the right to cancel or delay setup of Equipment in case of dangerous circumstances.
- If government permits, licenses, or consents are required for the setup of Equipment, the Customer shall procure necessary approval at his own expense prior to the installation date.
- Premises upon which Equipment shall be set up are to be furnished by Customer free and clear of all obstructions or impediments (i.e. lawns mowed, vehicles and furniture moved, etc.) before setup begins and shall be clearly marked.
- SES shall not be responsible for damage to underground utility lines, water pipes or other sensitive installations and obstructions unless specifically marked by Customer prior to arrival for setup. For Line locations, call Sunshine State Utilities at 1-800-432-4770.
- If the texture of the premises supplied by the Customer is not sufficient to securely hold stakes for guying Equipment, Customer at his expense shall furnish anchor posts and labor for installing same.

26. DELIVERY/PICKUP SERVICE.

- Delivery service is available on all orders regardless of size.
- All fees are based on tailgate delivery and charged by geographic location.
- Additional delivery charges will occur for other than ground level delivery locations, difficult or excessive distance for loading and unloading trucks, specific delivery and pickup times, and after-hours delivery/pickup.
- Delivery fees quoted may change after site inspection.
- All items will be delivered and picked up at a designated location.
- The Customer is responsible for verifying the count of all Equipment delivered and returned and should be available to count all items upon delivery and pickup, otherwise, the counts will be considered accurate.
- Orders are typically delivered 1-3 days in advance of your event while pickups occur 1-2 days following your event. Customer may request AM (8-12) or PM (12-4) delivery or pickup service.
- Responsibility for Equipment remains with the Customer from the time of delivery to the time of pickup. Please be sure all Equipment is secured when not in use and protected from the weather.

27. CLEANUP / PREPARATION FOR PICKUP.

- Customer, at their sole expense, agree to clear premises upon which Equipment is placed of all structures or other impediments before dismantling of Equipment.
- All trash and decorations of any kind should be removed from Equipment before scheduled pickup time.
- All Equipment should be stacked as delivered including placement in proper rack or container and assembled at a single location for pickup.
- Dishes, glasses, flatware and other food service items must be well rinsed and food and particle-free.
- Linens should also be food and particle-free and be shaken out and put into laundry bags provided.
- Linens that are returned with burns, holes, tears, or are permanent stains will be billed at replacement cost.

28. WEATHER.

- Customer agrees that in the event of a predicted or actual storm or excessive winds, SES may dismantle any Equipment that has been previously installed to ensure safety of all involved.
- Customer understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds and lightning, in which the temporary structures will not provide protection and may even be damaged or blown over.
- Evacuation of temporary structures to avoid possible injury is recommended when severe weather threatens the area where the temporary structure is erected.
- Customer must leave the temporary structure and not seek shelter in temporary structures during such conditions. Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate.
- It is the Customer's responsibility to be aware of changing weather conditions and evacuation procedures.

29. ADDITIONAL CHARGES.

The Customer is solely responsible for any additional charges incurred as a result of failure to meet these Terms and Conditions.

*Building and fire permits are required by the State of Florida. SES will file for all permits and provide necessary equipment (fire extinguishers, exit signs) if requested by the Client. There will be an additional fee for this service.

ADDITIONAL CHARGES MAY APPLY IF:

- The site is not ready or accessible when SES arrives
- The Equipment is not ready for prearranged pickup
- Delivery or pickup is from any location other than readily accessible ground level (upstairs or downstairs, obstructions, rough terrain, narrow passages)
- All Equipment is not stacked and returned to containers as delivered for pickup
- Food service items are not rinsed food-free
- Rental Equipment is left dirty
- Customer requires pickups before or after normal business hours
- Site requires custom tent installations (i.e. on asphalt, decks, immovable obstructions, etc)

CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.