

HAYDEN TENT RENTAL

TERMS AND CONDITIONS

Hayden Tent Rental Company (“Lessor”) agrees to lease the items designated on the face hereof (“Equipment”) to the customer identified on the face hereof (“Customer”) according to the following terms and conditions.

RATES: All rates are quoted based upon a one day event. Weekends are considered a one day rental. Please call Lessor for long term rates. All rental charges are for time out, not time used. Prices are subject to change without notice. Weekends are considered to start at 5pm on Friday and run til noon on Monday. Weekdays are considered to start at 5 pm the day before event and end at noon the day following the event. For example: rental for an event scheduled for a Wednesday will start at 5pm on Tuesday and end at noon on Thursday.

PAYMENT: A deposit/reservation fee equal to 25% of the total rental cost is required to confirm rental reservations (the amount of any and all reservation fees will be applied toward Customer’s rental payment). The reservation fee assures the Customer that the items requested will be available on the day Customer requests. Payment is due in full prior to delivery for all Equipment rentals. Lessor reserves the right not to deliver Equipment on accounts not paid in full or delinquent.

CANCELLATIONS: If an order is cancelled in writing at least 30 days prior to the scheduled day, the reservation fee and/or cash security deposit will be refunded. Orders cancelled within 30 days of reservation will be charged a restocking fee of 100% of the rental fee in addition to the deposit/reservation fee.

SET-UP & TEAR-DOWN: Customer must be present for start of set up unless otherwise pre-arranged. If Customer is not available for set-up when Lessor arrives, Lessor will set up equipment in such a manner as Lessor deems appropriate. Lessor is not responsible for damage to underground utilities caused by any set up of Equipment, the location of which is the sole responsibility of Customer.

EQUIPMENT USE: Customer is responsible for all Equipment from time of set-up completion until Lessor begins to tear down. If any equipment becomes unsafe for use, Customer agrees to discontinue use of such Equipment and notify Lessor, which will replace the equipment with similar equipment in good working order, if available. Notwithstanding anything contained herein to the contrary, Lessor shall not be liable for any consequential or incidental damages associated with the replacement or substitution of other Equipment for any unsafe Equipment, including claims for delays. LESSOR DOES NOT PROVIDE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer’s use of Equipment in each of the following circumstances is prohibited: (a) use for an illegal purpose or in an illegal manner, (b) improper unintended use or misuse, (c) use by anyone other than Customer or an employee of Customer, without Lessor’s written consent, and (d) use at any location other than the address furnished by Customer to Lessor, without Lessor’s written consent.

DAMAGE WAIVER: **Damage Waiver is Not Insurance.** You are responsible for any loss or damage to the Rented Items and for their return in the same condition in which they were received. If you accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of loss or damage to the Rented Items up to the first \$250.00 of accident damage. You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to Us. Notwithstanding the foregoing, **Your liability for loss of, or damage to, the Rented Items will not be waived in the following circumstances:** (a) Loss of accessory Equipment, such as electric cords. (b) Damage due to Your neglect or misuse. (c) Loss by willful neglect or abuse, theft, mysterious or unexplained disappearance, or shortages disclosed on inventory. (d) For any loss or damage whatsoever to the Rented items, You agree to furnish Us, upon Our request, a police report on all losses to which this Damage Waiver modification applies.

COLLECTION: Customer agrees that Lessor may pursue all avenues of collection, including use of collection agencies, and authorizes Lessor to legal actions to recover all charges and all other unpaid amounts due to (A) damage or loss of Equipment as a result of the negligence of Customer, (B) Customer’s failure to pay the amount of the invoice or invoices for the rental of Equipment, together with interest on such delinquent amounts at the rate of one and one half percent (1.5%) per month, which interest shall begin to accrue the day after payment was due in full, and (C) all other costs of collection and other unpaid charges, including, but not limited to, attorney’s fees.

INDEMNIFICATION: Customer expressly agrees to defend, indemnify and hold harmless Lessor and its successors, assigns, directors, officers, employees, representatives and agents (collectively, the “Indemnitees”) from and against all claims, losses or damages, including property damage, personal injury, consequential damages, loss of income and other incidental damages relating directly or indirectly to the condition or use of the Equipment (each, a “Claim”), including, without limitation, attorney’s fees and costs of defense irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by the negligence, breach of contract or warranty, or any other breach of duty by Lessor, or whether it is alleged that Lessor or any agent of Lessor, in any way contributed to the alleged wrongdoing or is liable due to the nondelegable duty, incurred or sustained by Indemnitees or any of them as a result of injury to persons or damage to or loss of property. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE INDEMNITEES WERE SOLELY NEGLIGENT, THAT CUSTOMER WAS SOLELY NEGLIGENT, THAT THE INDEMNITEES AND CUSTOMER WERE JOINTLY NEGLIGENT, OR OTHERWISE; **provided, however,** Customer may not be obligated to indemnify Indemnitees for sole negligence or willful misconduct where such indemnification is contrary to law. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right, which any Indemnitee has, by law. In the event that Lessor fails to deliver Equipment, or is unable to remedy problems with the Equipment, Lessor’s sole responsibility shall be to refund the Customer the rental fee for the particular Equipment.