

## RENTAL CONTRACT

WITNESSETH: The undersigned, (Client) \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, for Client, Client's heirs, successors and assigns and the undersigned Celebration Rentals, Inc. of Brandon, Vermont for itself, its heirs, successors and assigns do hereby; in consideration of One Dollar, mutual promises and other valuable considerations, receipt of which is hereby acknowledged; covenant, contract and agree as follows:

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Celebration Rentals, Inc., shall provide rental equipment/items to Client in accordance with the provisions set forth in and within the ensuing terms and conditions, to wit:

1. **Reserving Equipment:** Equipment will be reserved only upon receipt of a signed contract, and a reservation deposit (cash, check or credit card). The required deposit is 25% of the total charges set forth in the invoice (3. **Invoice** as set forth below). This deposit is non-refundable; all reserved equipment (tent, heaters, dance floors, china, etc.) is subject to a 25% cancellation fee equal to the amount of the said deposit.
  
2. **Lost or Damaged Items:** Missing or damaged items will be billed at replacement cost. Items not returned within five (5) days after the date of the ending of the event prompting reservation/use of equipment/items of Celebration Rentals, Inc., will then be considered as lost and will be billed at replacement cost. A detailed invoice of any charges in respect of the same will be provided to Client after the event.
  
3. **Invoice:** The attached Invoice # \_\_\_\_\_ made a part hereof and is incorporated herein by reference. Said invoice sets forth equipment and/or items rented, costs and charges as respects the same and further terms regarding payment in respect of the same as well as time(s) during which Client shall be entitled to use of such equipment and/or items.
  
4. **Final Count:** Client must provide Celebration Rentals, Inc., in writing with a final count in respect of the number of persons contemplated to be attending that event for which equipment designated in the Invoice is being rented as well as a final count of all items of equipment being rented for purposes of the same, seven (7) days prior to Client's event at which time a final invoice with the balance due will then be provided. Full payment is due immediately prior to installation and/or delivery of the rented items.
  
5. **Site Preparation:** Client must ensure that Client's event site is ready (lawns mowed, vehicles moved, etc.) before Celebration Rentals, Inc.'s delivery and/or installation crew is scheduled to arrive. If the site is not ready when the crew arrives, additional charges may apply in respect of Celebration Rental, Inc.'s need to assist in such site preparation and/or costs incurred in respect of delay in delivery, installation on account of any such non-site readiness. Client agrees to inform Celebration Rentals, Inc., in writing, prior to any such scheduled delivery or installation, of any underground utilities (i.e. phone lines, gas lines, septic systems, etc.) or conditions which may interfere with the ability to stake and/or anchor equipment. Client assumes all responsibility for any and all damage to any such underground equipment in the absence of such written notice and agrees to indemnify and hold Celebration Rentals, Inc., harmless therefrom.

Additionally, subsequent to the execution of this Contract by Client and Celebration Rentals, Inc. and before the commencement of the event being the subject of this Contract, Client shall contract with an entity such as Dig Safe or Vermont Underground Locators to scrutinize and survey the grounds whereat the event is to occur including grounds leading into and from such grounds. Such scrutiny and surveying at the sole expense of Client shall be undertaken for the purpose of locating any and all underground piping and lines for transmission of electrical power, telephonic and/or fiberoptic signaling, wastewater disposal and the like including water lines and septic tanks. Such locating shall be reduced to writing and provided to Celebration Rentals, Inc., prior to the commencement of the event in order to assist Celebration Rentals, Inc., as respects its efforts to avoid all of the same during the course of: its entry to the grounds, construction undertakings

thereupon and disembarkation therefrom. Celebration Rentals, Inc., reserves the unfettered right to refuse to embark upon grounds leading to said grounds or commencing any construction upon said grounds absent having been so provided in advance with said writing. Client agrees to indemnify and hold harmless Celebration Rentals, Inc., in reliance upon said writing while entering upon grounds leading to said grounds and performing site construction on said grounds and then disembarking therefrom. Client's initial deposit provided to Celebration Rentals, Inc., upon the execution of this Contract by the parties shall be wholly retained by Celebration Rentals, Inc., in the event of any non-performance hereunder by Celebration Rentals, Inc., on account of any lack of any such writing having been provided by Client subsequent to the entry into this Agreement by Client.

Client is solely responsible for the installation of any and all wiring from any competent fusebox of Client leading to any temporary sixty (60) amp power box of Celebration Rentals, Inc., on the event site. Client shall retain a licensed electrician for the purpose of installing such wiring leading from said fusebox of Client to the said temporary power box of Celebration Rentals, Inc. Any cancellation of any event being the subject of this Contract on account of a lack of such electrical power shall be fault of Client only.

6. **Delivery/Setup**: Celebration Rentals, Inc., will do its best to accommodate Client delivery requests; however, delays and changes in scheduling are sometimes unavoidable. Celebration Rentals, Inc., will endeavor to try to communicate any scheduling changes as they occur. All items will be delivered and picked up at the designated event site or location. Client should be available to count all items upon delivery and pickup, otherwise Celebration Rentals, Inc.'s counts will be considered accurate.

7. **Cleanup/Preparation for Pickup**: All floral arrangements, trash and decorations of any kind should be removed from the tent before scheduled pickup time. All chairs and tables should be stacked as delivered. Additional charges may occur if tent(s) and rented equipment are not cleaned, stacked and ready for pickup. Decorating tents is optional and can add to the elegance of any event. Please keep in mind that paper decorations with dye in them can and most likely will stain vinyl tent material when wet. It is the responsibility of Client to absorb the cost of any damaged delivered equipment or items post-delivery due to actions by Client after Celebration Rentals, Inc., leaves the site. All dishes, glassware and cooking equipment should be returned to the proper rack or container and assembled at a single location for pickup. Dishes, glassware and flatware must be well rinsed and completely free of food matter. Stoves, ovens and grills must also be returned clean. Equipment that is returned dirty will result in additional charges to client. Linens should be food and particle free and be shaken out and put into the provided bags. Linens that are returned with burns, holes, tears, candle wax or are permanently stained will be billed at replacement costs. Chiavari chair pads that are returned with stains will result in an additional cleaning fee, pads with holes or permanently stained will be billed at replacement costs. All wood products, Farmhouse Tables, Chiavari & Wooden Chairs must be kept undercover.

8. **Weather**: Tents are temporary structures designed to handle most weather conditions; however, there may be situations that become unsafe. Evacuation of tents in high winds or extreme lightening is recommended. Celebration Rentals, Inc., provides 24 hour on-call service in case of weather related emergency. Client agrees that in the event of a predicted or actual storm or excessive winds, Celebration Rentals, Inc., may dismantle any equipment that has been previously installed to ensure the safety of all involved.

9. **Permit, Additional Equipment**: Client is solely responsible for ensuring that none of any fire extinguisher(s) or exit sign(s), installed by Celebration Rentals, Inc., in respect of the premises whereat the event being the subject of this Contract shall occur, are moved by any person at any time for any reason from the time of such installation until the time when such fire extinguisher(s) or exit sign(s) are removed by Celebration Rentals, Inc., after the occurrence of the event. Client shall indemnify and hold Celebration Rentals, Inc., harmless from any and all costs and or fines associated with any moving by any persons of any such fire extinguisher(s) and/or sign(s) during any such interim of time from installation to removal of the same by Celebration Rentals, Inc.

10. **Summary**: Responsibility for the condition of all equipment remains with the Client from time of delivery until time of pickup. Client agrees to be certain that all equipment items of Celebration Rentals, Inc., are secured when not in use and protected from the weather. All collection fees including reasonable attorney's fees, court costs or any other expense involved in the collection of rental charges and/or the

monetary equivalent of the value of lost, damaged or destroyed equipment/items of Celebration Rentals, Inc., will be Client's sole responsibility. Client is required to ensure that all equipment is returned to Celebration Rentals, Inc., according to all abovesaid terms and conditions. Client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. Client agrees to indemnify and hold Celebration Rentals, Inc., harmless from any liability for personal injury or property damage arising out of any use of Celebration Rentals, Inc.'s equipment/items except for any injury or damage resulting from any negligence, gross negligence or willful misconduct of Celebration Rentals, Inc., or its employees in connection with the supply and installation of such equipment items. Such indemnity shall also include all costs of Defense including reasonable attorney fees incurred by Celebration Rentals, Inc., in any action involving it based on the fact of any such damage.

**11. Miscellaneous:**

a. This Agreement sets forth the whole of this Agreement, of the parties, Celebration Rentals, Inc., and Client. No prior or contemporaneous oral agreements have been made in respect of the same.

b. This Agreement shall not be modified except as per a writing signed by both parties.

c. Payment by Client of the amount of any costs, charges due Celebration Rentals, Inc., beyond thirty (30) days of the date being a due date in respect of the same as reflected in an invoice to Client shall result in additional charges equal to interest on any unpaid portion of such amount due to thenceforth run at the rate of 1.5 percent per month on such unpaid portion with payments to be credited first to interest and then to principal.

d. This Agreement shall be interpreted in accordance with Vermont law only and Client hereby agrees to personal and subject matter jurisdiction in the Rutland Superior court regarding resolution of any dispute(s) arising hereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CLIENT

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CELEBRATION RENTALS, INC.,  
By its above-signed duly authorized  
Agent

Circle One:      Visa                      Mastercard                      American Express                      Discover

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Four Digit Code for Amex: \_\_\_\_\_

Three Digit Code for M/C & Visa: \_\_\_\_\_