



## TERMS AND CONDITIONS

1. **RENTER** MUST CHECK INFORMATION AND DATES TO BE SURE ALL ARE TRUE AND ACCURATE. A DEPOSIT OF 50% IS REQUIRED TO FIRMLY RESERVE THE EQUIPMENT FOR PERIOD OF CONTRACT. **RENTER** MUST SIGN CONTRACT AND RETURN ALONG WITH DEPOSIT. ALL RENTALS ARE PAYABLE IN FULL AT THE TIME OF INSTALLATION, LESS DEPOSIT. A RESERVATION REMOVES THAT EQUIPMENT FROM AVAILABLE STOCK INVENTORY DURING THE TERM OF RENTAL. THEREFORE, CANCELLATION WILL REQUIRE FORFEITURE OF DEPOSIT. CHANGES MADE WITHIN 48 HOURS OF DELIVERY DATE ARE SUBJECT TO ADDITIONAL CHARGES. **RENTER** OR THEIR REPRESENTATIVE, AGENT OR PRINCIPAL SHALL BE RESPONSIBLE FOR AND SHALL PAY **LT RENTAL SERVICES, INC.** ALL CHARGES HEREUNDER. ALL CHARGES ARE DUE UPON RECEIPT OF THE ITEMS AND ON DEMAND. IF THE RENTAL CHARGES ARE CHARGED TO SOMEONE OTHER THAN THE **RENTER**, THE **RENTER** REPRESENTS HE IS THE AGENT OF SUCH PARTY AND HAS THE RIGHT TO CHARGE THIS RENTAL; THE **RENTER** NEVERTHELESS WILL REMAIN LIABLE FOR THE CHARGES AND FOR THE OBLIGATIONS AND RESPONSIBILITIES OF THE **RENTER** HEREUNDER. IF RENTAL CHARGES ARE NOT PAID WITHIN 10 DAYS OF THEIR DUE DATE, **LT RENTAL SERVICES, INC.** AT ITS DISCRETION MAY RECALCULATE ALL CHARGES ON A DAILY RENTAL RATE BASIS.
2. BUSINESS HOURS ARE 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY. DELIVERY TIMES ARE CONTINGENT ON THE AMOUNT OF ORDERS FOR THAT DAY. DELIVERIES AT SPECIFIC TIMES OR OUTSIDE THE PARAMETERS OF NORMAL BUSINESS HOURS WILL INCUR ADDITIONAL CHARGES. DELIVERY REFERS TO GROUND OR FIRST FLOOR DROPS UNLESS OTHERWISE ARRANGED. **RENTER** OR THEIR **REPRESENTATIVE** MUST BE AVAILABLE TO SIGN FOR DELIVERY AS WELL AS COUNT AND INSPECT ALL EQUIPMENT WITH OUR STAFF. IF **RENTER** OR THEIR **REPRESENTATIVE** IS NOT AVAILABLE TO SIGN FOR THE EQUIPMENT, IT WILL BE RE-DELIVERED LATER THAT DAY AND A \$25.00 DELIVERY FEE WILL BE APPLIED. IF IT IS IMPOSSIBLE TO MEET OUR CREW, PAYMENT IN FULL WITH A MAP OF THE SITE MUST BE PROVIDED. IN THIS CASE, **LT RENTAL SERVICE, INC.**, TAKES NO RESPONSIBILITY FOR TENTS ERECTED IN NON-SPECIFIED LOCATIONS. IF THE DRIVER MUST WAIT AT SITE FOR **RENTER**, A \$46.00 PER TRUCK, PER HOUR SERVICE CHARGE WILL APPLY.
3. PROPOSED TENT SITE MUST BE CLEARED OF OBSTRUCTIONS BEFORE DELIVERY DATE. IT IS THE RESPONSIBILITY OF THE **RENTER** TO OBTAIN ANY REQUIRED PERMITS AS WELL AS NOTIFY **LT STAFF** OF ANY UNDERGROUND HAZARDS SUCH AS PIPES OR CABLES. **LT STAFF** WILL EXERCISE CAUTION AROUND ANY PLANTINGS AND CANNOT BE HELD LIABLE FOR ANY INCIDENTAL DAMAGE WHICH MAY OCCUR. ASPHALT OR CONCRETE INSTALLATIONS WILL REQUIRE ADDITIONAL EQUIPMENT AND TIME ON SET-UP AND TEAR-DOWN. ARRANGEMENTS FOR THESE TYPES OF INSTALLATIONS MUST BE MADE IN ADVANCE WITH THE UNDERSTANDING THAT ADDITIONAL COSTS WILL BE INCURRED.
4. ALL TENT, STAGE, BLEACHER, HEATER AND DANCE FLOOR PRICES QUOTED INCLUDE SET UP AND TAKE DOWN. THERE IS AN ADDITIONAL FEE FOR CHAIR AND TABLE SETUP AND TAKE DOWN. TABLES AND CHAIRS WILL BE DELIVERED IN STACKS AND SHOULD BE RESTACKED BY **CUSTOMER** FOR PICK-UP IN THE SAME MANNER IN WHICH THEY WERE DELIVERED. A SERVICE CHARGE OF ONE (\$1.00) DOLLAR PER TABLE AND FIFTY (\$.50) CENTS PER CHAIR WILL APPLY IF TABLES AND CHAIRS ARE NOT BROKEN DOWN OR ARE IMPROPERLY STACKED.
5. THE **RENTER** IS RESPONSIBLE FOR THE CARE, USE OF, AND RENTAL CHARGES FOR THE EQUIPMENT PROVIDED UNDER ANY CIRCUMSTANCES DURING THE TIME STATED ON THE CONTRACT AND AGREES, REGARDLESS OF FAULT, TO PAY REPLACEMENT CHARGES FOR ANY MISSING OR DAMAGED ITEMS. ITEMS RETURNED NOT CLEAN WILL BE ASSESSED A CLEANING CHARGE. **RENTER** ASSUMES ALL RISKS INHERENT IN THE OPERATION AND USE OF THE ITEMS AND AGREES TO ASSUME THE ENTIRE RESPONSIBILITY FOR THE DEFENSE OF, AND PAY, INDEMNIFY AND HOLD **LT RENTAL SERVICES, INC.** HARMLESS FROM, AND HEREBY RELEASE **LT RENTAL SERVICES, INC.** FROM ANY AND ALL CLAIMS FOR DAMAGE TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) RESULTING FROM THE USE, OPERATION OR POSSESSION OF THE ITEMS WHETHER OR NOT IT BE CLAIMED OR FOUND THAT SUCH DAMAGE OR INJURY RESULTED IN WHOLE OR IN PART FROM **LT RENTAL SERVICES, INC.** NEGLIGENCE FROM THE SELECTIVE CONDITION OF THE ITEMS OR FROM ANY CAUSE. **RENTER** AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE IN CONNECTION WITH THIS RENTAL.
6. **RENTER** AGREES IMMEDIATELY TO DISCONTINUE THE ATTEMPT TO USE THE RENTED ITEMS SHOULD THEY AT ANY TIME BECOME UNSAFE OR IN A STATE OF DISREPAIR, AND WILL IMMEDIATELY NOTIFY **LT RENTAL SERVICES, INC.** OF THE FACTS. **LT RENTAL SERVICES, INC.** AGREES IN ITS DISCRETION TO MAKE THE ITEMS OPERABLE WITHIN A REASONABLE TIME, OR PROVIDE **RENTER** 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 **RENTER** FROM THE OBLIGATIONS IMPOSED BY THE TERMS OF THE CONTRACT. IN ALL EVENTS, **LT RENTAL SERVICES, INC.** SHALL NOT BE RESPONSIBLE FOR ANY INJURY OR DAMAGE, INCLUDING CONSEQUENTIAL DAMAGE RESULTING FROM FAILURE OR DEFECT OF RENTED ITEMS.
7. IF **RENTER** AGREES TO INSTALL EQUIPMENT **RENTER** AGREES TO INDEMNIFY AND HOLD HARMLESS **LT RENTAL SERVICE, INC.**, ITS OFFICERS, AGENTS OR EMPLOYEES FROM ACTS OF NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES OR ON THE PART OF ANY CONTRACTOR OR SUBCONTRACTOR IN THE LOADING, UNLOADING AND SETTING UP AND DISMANTLING OF ANY AND ALL TABLES, CHAIRS, AND OTHER EQUIPMENT DELIVERED BY **LT RENTAL SERVICE, INC.**, AND ITS SUBSIDIARIES OR ASSIGNS UNLESS OTHERWISE AGREED TO IN WRITING BY **LT RENTAL SERVICE, INC.**, AND THE **RENTER**.
8. ITEMS RENTED WILL BE USED ONLY AT THE ADDRESS STATED ON THE CONTRACT AND ONLY FOR THE PURPOSE FOR WHICH THE ITEMS WERE MANUFACTURED AND INTENDED. SUBLEASING OR IMPROPER USE IS PROHIBITED.
9. THE RENTED ITEMS ARE **LT RENTAL SERVICES, INC.** PROPERTY AND ARE 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 "DUE IN", YOU MUST IMMEDIATELY NOTIFY **LT RENTAL SERVICES, INC.** TO OBTAIN OUR APPROVAL, THE TERMS FOR SUCH EXTENSION AND A MODIFICATION OF THIS CONTRACT (SEE PARAGRAPH 14). IF THIS AGREEMENT HAS NOT BEEN EXTENDED AND YOU FAIL TO RETURN THE ITEMS WHEN DUE; **LT RENTAL SERVICES, INC.**, TO ENFORCE ITS PROPERTY OWNERSHIP OF THE ITEMS AND TO PROTECT ITS INTEREST UNDER THIS CONTRACT, MAY RETAKE THE ITEMS AT ANY TIME AND TO DO SO **LT RENTAL SERVICES, INC.** OR ITS REPRESENTATIVES MAY ENTER YOUR PROPERTY AND YOU HEREBY WAIVE ANY RIGHT AGAINST **LT RENTAL SERVICES, INC.** FOR SUCH ENTRY AND RETAKING. IN ADDITION, YOU ACKNOWLEDGE THAT THE FAILURE TO RETURN RENTED ITEMS WITHIN THE CONTRACTED TIME AND THE SALE OR CONCEALMENT OF RENTED ITEMS ARE PROHIBITED, AND THAT SUCH ACTION MAY CONSTITUTE A CRIME, **LT RENTAL SERVICES, INC.**, IN ADDITION TO ANY OTHER ACTION, INCLUDING THE FILING OF CRIMINAL COMPLAINTS, SUBJECTING YOU TO PROSECUTION.
10. THE **RENTER** OR THEIR **REPRESENTATIVE** MUST BE AVAILABLE AT TIME OF PICK UP. IF UNAVAILABLE, THE **RENTER** WILL ACCEPT THE COUNTS AND ASSESSMENT OF CONDITION OF EQUIPMENT PROVIDED BY **LT RENTAL SERVICE, INC.** STAFF.
11. A SERVICE CHARGE OF \$25.00 WILL APPLY IF A CHECK IS RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON FOR NON- PAYMENT.
12. IF **RENTER'S** ORGANIZATION OR BUSINESS IS TAX EXEMPT, A TAX EXEMPT CERTIFICATE MUST BE SENT TO US UPON THE EXECUTION OF THIS CONTRACT.

13. **RENTER** AGREES TO PAY ATTORNEY FEES, COLLECTION FEES, COURT COSTS AND ANY OTHER EXPENSES INCURRED IN COLLECTING ANY CHARGES UNDER THIS AGREEMENT IN RETAKING THE RENTED ITEMS OR OTHERWISE IN ENFORCING THE TERMS OF THIS CONTRACT.
14. THIS PAPER REPRESENTS OUR ENTIRE CONTRACT, AND THERE ARE NO COLLATERAL, VERBAL OR OTHER AGREEMENTS OUTSTANDING. NONE OF **LT RENTAL SERVICES'** RIGHTS MAY BE CHANGED AND NO EXTENSION OF THE TERM OF THIS CONTRACT MAY BE MADE EXCEPT IN WRITING SIGNED BY **LT RENTAL SERVICES, INC.** AND MADE PART OF THIS CONTRACT.
15. **LT RENTAL SERVICES, INC.** PROPOSE TO FURNISH THE RENTAL EQUIPMENT SET FORTH IN THIS RENTAL CONTRACT IN ACCORDANCE WITH SPECIFICATIONS AND CONDITIONS STATED ABOVE. NOTE: CONTRACT MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 20 DAYS.
16. **ACKNOWLEDGEMENT OF TERMS AND CONDITIONS** \_\_\_\_\_ **(INITIALS REQUIRED)**