



## Terms and Conditions of Rental Contract

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- 1. DEFINITIONS.** "Event Management Group, LLC." referred to in this document as "EMG" is identified as the company from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified as such on the first page of the Rental Contract, and shall include any and all accessories, attachments or other similar items delivered to Customer. "Customer" means the person or entity identified as such on the first page of the Rental Contract, including any representative, agent, officer or employee of Customer. "Store Location" means the EMG'S address in the upper left-hand corner on the first page of this Rental Contract. These terms and conditions form part of the rental contract between EMG and Customer (Rental Party), and apply to all the equipment and/or vehicles rented by Customer. These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract. In the event of a conflict between EMG and Customer, these terms will prevail.
- 2. AUTHORITY TO SIGN.** Any individual signing this Rental Contract represents and warrants that he or she is of legal age and has the authority and power to sign this Rental Contract on his or her own behalf or for the Customer.
- 3. EQUIPMENT.** Equipment" means any one or more of the items identified as such on the first page of the Rental Contract, and shall include any and all accessories, attachments or other similar items delivered to Customer. Lessee will always have the opportunity to test and examine the equipment to determine that the equipment is in good working order. Any damage, defects or inoperable equipment should be reported at the time of pickup or delivery. Unless Lessee notifies the Rental Company of a defect or problem with the equipment supplied prior to signing the rental contract, Lessee agrees that the equipment is in good working order and that the equipment is acceptable to Lessee. No warranty of guaranty. Equipment is rented to Lessee without warranty or guarantee of any kind, expressed or implied, and EMG assumes no responsibility unless agreed to in writing.
- 4. INDEMNITY/HOLD HARMLESS/DAMAGES.** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment. Customer does hereby agree to defend, indemnify, protect, and hold harmless sEMG and any assignee of EMG and their employees, from and against any and all losses, liabilities (including, without limitation, strict liability imposed by law), damages, injuries, claims, demands and expenses (including attorneys' fees, loss of profits, business interruption, or other special or consequential damages) of whatsoever kind and nature, resulting from or arising out of the use, condition (including, without limitation, latent and other defects whether or not discoverable by EMG), operation or ownership of any Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this Rental Contract or the termination of the lease of any Equipment. Lessee assumes all risk of loss once Lessee has taken delivery of the equipment, responsibility includes, but is not limited to, risks while in transit by Customer, at all locations named and unnamed, while in Lessee's care or use, or storage on the Customers Location or Job Site.
- 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 suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any; EMG is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. Customer is responsible for any damage caused to the Equipment while in transit.
- 6. USE OF EQUIPMENT.** Customer will not use or 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, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.), which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify EMG when Equipment needs repair or maintenance. Customer acknowledges that EMG has no responsibility to inspect the Equipment while it is in Customer's possession.
- 7. MALFUNCTIONING EQUIPMENT.** Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify EMG. If such condition is the result of normal operation, EMG will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. EMG 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 accruing 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 AND LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during EMG's regular business hours. Such Equipment shall be returned 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 the Store Location until the Equipment is returned to the Store Location, including any damage during transit to or from the Customer. In the case of the loss or destruction of any Equipment, or inability or failure to return same to EMG for any reason whatsoever, Customer will pay EMG 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 EMG the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. EMG shall be under no obligation to commence repair work until Customer has paid to EMG the estimated cost of such repair work.
- 9. FOR USE BY QUALIFIED TECHNICIAN ONLY.** The Equipment may be used only by Customer's qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. Customer shall keep the Equipment in Customer's sole custody and shall not permit the Equipment to be used in the violation of any county, municipal, state, federal, or regulatory laws or ordinances.
- 10. 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 (8 hours per day, 40 hours per week) unless noted on contract. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where EMG expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of service or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) 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 EMG and in a manner, which will not adversely affect the operation, manufacturer's design or value of the Equipment.
- 11. LATE RETURN.** If the Equipment is not returned by the end of the Rental Period, in addition to the rental rates set forth in this Rental Contract, Customer is subject to additional charges. The rental rate and additional charges shall accrue each day, including weekends and holidays, until the Equipment is returned.

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 EMG's next business day, in the event the Equipment is returned to the Store Location at a time other than during EMG's regular business hours.

**12. PAYMENT.** THE TERMS OF PAYMENT is based upon credit information that Customer supplies at the time of rental. Should there be any change in such credit information; Customer agrees to provide such change in information to EMG immediately. Customer shall also provide EMG with copies of Customer's financial reports prepared in the ordinary course of its business as EMG may reasonably request. Customer agrees that EMG may demand immediate payment without prior notice. **PAYMENT TERMS.** Rental invoices and loss and damage invoices are payable no later than 30 days after the invoice date. Payments due for more than 30 days after the invoice date shall be considered past due. Customer and EMG 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. If EMG places the account in the hands of an attorney or other agency for collection, Customer will be responsible for all collection costs, including attorneys' fees and court costs. Customer agrees to reimburse EMG directly or as directed by EMG or its agent.

**13. EQUIPMENT DAMAGED, DESTROYED OR MISSING ON JOB SITE.** Lessee shall be held liable for all equipment that is damaged, destroyed or missing while on job site or job location. Lessee shall notify EMG and local authorities immediately of any missing equipment. Lessee is responsible for all lost or stolen equipment.

**14. VEHICLE/TRAILER REPAIRS.** Any repair to vehicles or trailers including but not limited to replacement of tires and tubes, brakes, etc. is the responsibility of the Customer once initial inspection of equipment has been made and is not included in the rental pricing set forth on the contract.

**15. DEFAULT.** Customer shall be deemed to be in default should any of the following occur: (a) Customer fails to pay any amount to EMG, including rental payments, due hereunder or any other agreement with EMG; (b) Customer fails to perform, observe or keep any provision of the Rental Contract; (c) Customer fails to perform, observe, or keep any provision of any agreement with EMG, whether now or hereafter existing; (d) any insurance coverage required hereunder is cancelled or the Customer is determined to be an uninsurable risk by an insurer; (e) any Equipment is confiscated by a political or governmental agency, as a result of the illegal use of the Equipment; (f) any Equipment is advertised or offered for sale; (g) any Equipment is sub-let, assigned, or loaned to a third party without EMG's prior written consent; (h) there is a material adverse change in Customer's financial condition; (i) Customer shall become "insolvent" (as defined herein), or EMG anticipates that Customer may become insolvent or anticipates that Customer may otherwise be in default. 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 assets.

Upon default by Customer and at any time thereafter, EMG may, at its option and with or without notice to Customer, do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; (c) cause EMG employees or agents, without notice or legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by EMG in retaking and repossessing; (d) require Customer to assemble the Equipment and make it available to EMG at a place reasonably designated by EMG; or (e) pursue any other remedies available by law. Customer shall be responsible for any fees, costs, and expenses, including attorneys' fees and court costs, incurred by EMG as a result of any default by Customer under the Rental Contract.

**16. CUSTOMER'S INSURANCE COVERAGE. INSURANCE REQUIREMENTS.**

**CUSTOMER MUST INSURE ALL THE EQUIPMENT.** Customer shall, at its expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment rented, from all sources, for full replacement cost (without deductions for depreciation), except vehicles which are at actual cash value, and for loss of use (rentals) of the Equipment. Coverage must begin from the time Customer or its agents accept delivery of the Equipment and continue until the time the Equipment is returned. Customer shall deliver to EMG, upon request, evidence of the insurance coverage, by way of a Certificate of Insurance satisfactory to EMG, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of Equipment. Such insurance shall be written by reputable insurers acceptable EMG; Customer's insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, Customer shall remain primarily liable to EMG for full performance under the terms and conditions of the Rental Contract. EMG may enforce its remedies directly against Customer without resort to Customer's insurance carrier.

**17. PROPERTY INSURANCE.** Customer's insurance should be on a worldwide basis; shall name EMG as Additionally Insured and Loss Payee for loss or damage to the Equipment rented; shall cover "All Risks" of loss or damage for Equipment; physical damage coverage for vehicles shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to EMG before any policy shall be modified or canceled. Limits shall be sufficient to encompass all Equipment at risk, regardless of source, but in no event less than \$1,000,000.

**18. LIABILITY INSURANCE.** Customer shall name EMG as an additional insured on its liability insurance and its liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

Commercial General Liability: \$2,000,000 per occurrence & aggregate.

Automobile Liability: \$1,000,000 combined single limit.

Workers Compensation policy as required by state law.

Lessee is responsible for payment of the deductible as well as the premium for said insurance. Maximum deductible is \$1,000.00.

Lessee agrees to provide Physical Damage (Comprehensive and Collision) Coverage on a blanke basis to any vehicles that EMG may provide Lessee, with a limit of not less than \$100,000.

**THE RIGHTS OF EMG ARE NOT AFFECTED BY CUSTOMER'S NON-PERFORMANCE.** Customer's insurers shall agree that the rights of EMG under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by Customer, other than non-payments of insurance premiums.

Should Customer fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide EMG with satisfactory evidence of the insurance upon request, EMG may, but shall not be obligated to, procure the insurance and Customer shall reimburse EMG on demand for its costs. Lapse or cancellation of the required insurance shall be an immediate and automatic default under the Rental Contract.

**19. NO ASSIGNMENT LENDING OR SUBLETTING.** Customer shall not sublease, sub-rent, assign or loan the Equipment without first obtaining the written consent of EMG. Any such action by Customer, without EMG's prior written consent, shall be void and shall be an immediate and automatic default under the Rental Contract. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Contract, unless EMG approves otherwise in writing.

**20. ENTIRE AGREEMENT/ONLY AGREEMENT.** This Rental Contract represents the entire agreement between the Customer and EMG with respect to the Equipment and the rental of the Equipment. This agreement is governed by the laws of North Carolina.

**21. OTHER PROVISIONS.**

- A. Any failure of EMG to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of EMG'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 EMG as the draftsman of this Rental Contract.
- B. Customer agrees to pay all reasonable costs of collection, including court costs, expenses, and attorneys' fees incurred by EMG in the collection of any charges due under this Rental Contract or in connection with the enforcement of its terms.
- C. Customer shall pay the rental charge(s) 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 affected by certified mail, return receipt requested, or in such other manner as permitted by law. EMG shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

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 of criminal prosecution pursuant to applicable criminal or penal code provisions.

**22. TAX EXEMPTIONS.** Sales Tax Exemptions are due prior to equipment pickup or at the signing of Rental Contract. Customer is responsible for all sales tax after equipment is delivered or leaves EMG. No credits on sales tax will be given after such time. Customer will be responsible for requesting sales tax refund from State(s).

**23. OTHER.** Customer responsible for all licenses, taxes, and permits unless noted in writing from EMG. Customer is responsible for any applicable connections by a licensed professional. Customer responsible for all union labor and any associated costs affiliated with the Union.

**24. KITCHEN AND CATERING EQUIPMENT.** Any scheduling changes require thirty (30) days written notice from the customer if applicable. Price does not include tax, fuel, or any applicable permits. Customer is responsible for all utilities and connections by a licensed professional. Customer must also provide gas regulators from gas supply to kitchen connections. Price includes set up, take down, and round trip freight. Facilities and equipment are priced to meet typical requirements for temporary and portable applications. In the event any city, county, state or other government entity or agency requires changes, testing, certification, or that permanent codes are met, the client will be responsible for all costs incurred to meet these requirements plus 20% to cover profit and overhead costs. Such costs include, but are not limited to the following: Architectural fees, engineering fees, and costs related to testing, certifications, modification, and/or changes to the facilities and equipment. Equipment must be returned in its original clean state or cleaning charges will apply at \$75.00 per man-hour plus materials. Customer will be responsible for replacement of equipment due to damage through negligence or acts of god, as well as security, upkeep, maintenance, and repairs to the equipment and facility while in their possession. Price does not include GFI circuitry or union labor.

**The Lessee has read and understands the terms and conditions on the above pages and by signing below agrees to all terms, conditions, rates and charges as listed in this agreement.**

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 Lessor:  
 BY: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Lessee:  
 Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_