

## SEVERABILITY

The provisions of this Rental Contract shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

## PURCHASE ORDERS

The use of Lessee's purchase order number on this Rental Contract is for Lessee's convenience and identification only. This rental contract constitutes the sole agreement between Lessee and Lessor and supercedes any purchase order provisions whether sent to or received prior, or subsequent to this rental contract. Absence of a purchase order number shall not constitute grounds for non-payment of rental charges when Lessee has had possession, or the right to possession, of the rental items.

## RELEASE AND INDEMNITY

Lessee assumes all risks inherent in the operation and use of the Rental Equipment by Lessee and anyone else. Lessee assumes the entire responsibility for the defense of and agrees to pay, indemnify, and hold Jim's Tool & Party Rental, Do it Best Corp., its shareholders, directors, officers and successors (collectively "Lessor") harmless from, and hereby fully discharges and releases Lessor from any and all claims for damages to property or for bodily injury (including death), or loss of time or inconvenience, or consequential damages (including but not limited to lost revenue or profits) resulting from the use, operation or possession of the Rented Equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the negligence of Lessor from the defective condition of the Rented Equipment, or from any other cause.

## EQUIPMENT FAILURE

Lessee agrees to immediately discontinue the use of the Rented Equipment should it, at any time, become unsafe or in a state of disrepair, and to immediately notify Lessor of the facts. Lessor agrees, in its discretion, either to repair the Rented Equipment within a reasonable time; or provide Lessee with a comparable item if available; or make the equipment available to Lessee at another time (if applicable to Lessee); or adjust the rental charge. This provision does not relieve Lessee from Lessee's other obligations under this Rental Contract.

## WARRANTIES

There are no warranties of Merchantability or fitness for particular purpose, either expressed or implied, there are no warranties which extend beyond the description of the face hereof. There is no warranty that the rented equipment is suited for renter's intended use, or that the rented equipment is free from defects, nor are any other warranties, either express or implied made in connection with this rental transaction.

## TIME OF RETURN

Lessee's right to possession of the Rented Equipment terminates upon the expiration of the rental period set forth above and retention of possession after this time constitutes a material breach of this contract. Time is of the essence in this contract. Any extensions must be mutually agreed upon in writing.

## RENTAL PERIODS

Minimum Rate—varies from 4 hours to 4 weeks depending on equipment.

Day Rate—24 consecutive hours—Up to 8 hours of use on a machine with an hour meter.

Week Rate—7 consecutive days—Up to 40 hours of use on a machine with an hour meter

Monthly Rate—4 consecutive weeks—Up to 160 hours of use on a machine with a meter.

Overnight Rate—Pick up after 3:00 PM and return next day by 9am.—4 hour rate

Weekend Rental Rate—Pick up after 3:00 on a Saturday and return by 9 am on Monday—1 day rate

Failure to utilize stated metered hours on equipment does not constitute lessors right to a refund or additional rental.

## LATE RETURNS

Lessee shall return the Rented Equipment to Lessor during its regular business hours, promptly upon, or prior to expiration of the Rental Period. If Lessee does not timely return the Rented Equipment, the rental rate shall continue until the equipment is returned.

## PAYMENT

Lessee shall pay all charges payable under this Rental Contract in advance provided, however, that the foregoing shall not limit the amount payable by Lessee hereunder and all additional amounts hereunder shall be paid immediately as such costs or charges are incurred. Commercial Accounts approved by Lessor may pay charges within 30 days from Contract date. Lessee shall pay all reasonable costs of collection, court, attorney's fees and other expenses paid or incurred by Lessor in the collection of any charges due under this Rental Contract, or in the retaking of the Rental Equipment or in other enforcements of the terms of this Rental Contract.

## DAMAGED, LOST, STOLEN OR DIRTY EQUIPMENT

Lessee assumes the entire risk or loss, regardless of cause, with respect to the Rented Equipment, normal and reasonable wear and tear excepted. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Rented Equipment which is unreturned when due or damaged beyond repair, as determined by Lessor, must be paid for by Lessee at its full replacement cost, as designated by Lessor. All costs of repairs will be borne by Lessee whether performed by Lessor or at its option by another. Lessee shall pay a reasonable cleaning charge for Rented Equipment returned dirty. Lessee shall pay Lessor all charges and costs payable hereunder immediately upon receipt or invoice.

## DAMAGE WAIVER

If Lessee accepts the damage waiver option Lessor agrees, in consideration of an additional charge of 10% of the gross rental charges, to modify Lessee's responsibilities under the Section titled, "Damaged, Lost, Stolen or Dirty Equipment" regarding equipment damaged while in Lessee's possession or control, as described in this Section notwithstanding that Section, by accepting damage waiver. Lessee will not be responsible for damage to, or destruction of, the rental equipment or goods, except as follows:

(a) Loss or damage to accessory equipment, such as electric cords.

(b) Damage due to Lessee's neglect or misuse, or any act or omission of Lessee, its employees or agents, whether or not intentional.

(c) Loss by Theft, mysterious or unexplained loss or disappearance.

(d) Loss of flatware, china, linens or glassware or damage thereto, unless Lessee establishes proof of accidental damage beyond Lessee's control by return of the damaged items (or pieces thereof) and such evidence as Lessor may reasonably require.

(e) For any loss or damage whatsoever to the rented equipment, Lessee agrees to furnish Lessor a police report when requested, on all losses to which this damage waiver modification applies.

(f) Any damage to equipment or trailer tires.

## USE OF EQUIPMENT

Lessee agrees and covenants:

(a) That Lessee has inspected the Rental Equipment and finds the same to be in good and acceptable condition.

(b) That Lessee is satisfied with the instructions given by Lessor in the proper and safe manner of using the Rented Equipment, or that Lessee is so familiar with it, and it's proper and safe use and has told Lessor so, that such instruction is unnecessary.

(c) That the Rented Equipment will be used only at the address designated unless Lessee obtains written permission of Lessor to use it elsewhere.

(d) That under no circumstances will the Rented Equipment leave the immediate vicinity of the Metropolitan Area (as most narrowly defined), embracing Lessor's business location at which Lessee rented the equipment.

(e) That the Rented Equipment will not be used for any illegal purpose or in any illegal manner or in any illegal activity.

(f) That the Rented Equipment will be used only for the specific and proper purpose for which it was manufactured and intended, and only in the proper and safe manner.

(g) That no one other than Lessee or Lessee's employees will use the Rented Equipment, except with a written permission by Lessor. Lessee agrees that the equipment shall be used only by persons competent and trained in its operation and that Lessee will be solely responsible for providing competent operators. No use by anyone other than Lessee shall relieve Lessee of any and all liability hereunder.

## ASSIGNMENTS, SUBLEASES & LOANS

Lessor may assign its rights under this rental contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not assign Lessee's rights under this contract or sublease or loan the Rented Equipment without the written permission of Lessor. Any purported Assignment by Lessee is void.

## ADDITIONAL CHARGES

In addition to other charges and costs provided for herein, Lessee shall pay charges in accordance with the Company's rates then in effect for the following services, provided or performed by Lessor.

(a) Delivery or pick-up service.

(b) Delivery or pick-up from any location other than ground level (upstairs or downstairs).

(c) Set-up of chairs and/or tables.

(d) Folding, stacking and bagging chairs and tables in preparation for pick-up.

(e) Cleaning dinnerware.

(f) Deliveries and pick-up after normal business hours and on Saturdays, Sundays, or Holidays.

(g) Pick-up from an address other than delivery address.

(h) Racks, boxes and other packaging materials not returned.

(i) Service Calls.

(j) Site preparation.

## DELIVERY & PICK-UP

Lessee shall clean and repackage (in the original packing materials) the Rented Equipment and if Lessor agrees to pick up the Rented Equipment, Lessee shall make it available to Lessor for pick-up at a mutually agreed and convenient location. Delivery and pick-up shall be at the convenience of and at times designated by Lessor. Lessee grants Lessor (our agents and employees) the right to enter Lessee's premise for the sole purpose of delivery, installation and pick-up of our rental equipment and goods. Lessee agrees to pay for service charge for each extra delivery or pick-up call required by Lessor and occasioned by Lessee. Lessee shall make its personnel available at the time designated by Lessor for pick-up, to assist in delivery and pick-up.

## CARE OF EQUIPMENT

In addition to its other obligations hereunder, Lessee shall:

(a) Pay a reasonable cleaning charge for any equipment or other item returned dirty.

(b) Protect the Rented Equipment and other items from the elements, breakage, theft, unauthorized or improper use, or loss during the time of delivery, use, storage and return or otherwise while in the possession or control of Lessee.

## INSURANCE

Lessee shall maintain, at Lessee's expense, liability, property and casualty insurance coverage in amount designated by Lessor and sufficient to fully protect Lessor and the Rented Equipment from and against any and all claims, loss, or damage of whatever nature or type.

## SITE PREPARATION

Lessee agrees to have the site clean and ready for delivery and installation or dismantling and pick-up of the equipment, and Lessee agrees to an additional charge for any delay incurred, or additional labor performed by Lessor, resulting from Lessee's failure to do so.

## NECESSARY PERMITS AND LICENSES

Lessee agrees that prior to the installation of the Rented Equipment, to obtain at Lessee's expense, all necessary permits, licenses and other consents.

## SUBSURFACE CONDITIONS

Lessee agrees to reimburse Lessor for any additional costs incurred as a result of undisclosed or subsurface or other conditions necessitating additional costs to us, or additional services by us.

## HOLD HARMLESS AGREEMENT

Lessee agrees to assume the risk of, and indemnify, defend (with counsel chosen by Lessor) and hold Lessor its shareholders, directors, officers, employees and agents harmless from any against, any and all claims, losses, liabilities, and damage, and all costs and expenses (including reasonable legal fees and expenses) arising directly or indirectly at or relating to:

(a) The delivery, loading, unloading, erection, installation, dismantling and use of the Rented Equipment.

(b) Contact with underground wires, pipes or other structures, or any condition of or on Lessee's property.

(c) Any other cause, circumstance or condition while the Rented Equipment is in the possession or control of Lessee.

## SIZE & QUALITY OF RENTED PROPERTY

Tents and awnings are subject to stretching and shrinking up to 15% of listed sizes. Although the canvas and vinyl fabrics of the tents and awning have been treated for water repellency and fire retardency, Lessor disclaims any guarantee or warranty as to the effectiveness of such treatment, or that the fabric of such item will not stretch, shrink, crack, fade, or tear. Lessor is not responsible for any loss, injury (whether to persons or property), death or damage (including consequential damages such as lost profit) resulting from or caused by the physical condition or use of the Rented Equipment.

## LIGHTING & POWER

Lessee agrees to furnish Lessor access to, and the right to use, Lessee's electrical and power lines for installation and operation of the Rented Equipment.

## IDENTIFICATION

Lessee agrees that identifying marks, including logos, trademarks, service marks and trade names of Lessor may appear on the Rented Equipment and goods while in use by Lessee. Lessee shall not alter, conceal, or deface any such identifying marks or permit the same.

## REPOSSESSION

Lessee agrees that upon Lessee's failure to pay the rental charges or any other breach of this rental contract, Lessor may terminate this contract, enter the premises at which the Rented Equipment is located, and retake possession of and remove the Rented Equipment for wherever it is located. Lessee further agrees that Lessor and our agents shall not be liable for any claims for damage or trespass arising out of the entry on the premises or removal of the Rented Equipment. Lessee shall pay all costs and expenses of such recovery paid or incurred by Lessor including but not limited to reasonable legal fees and expenses.

## DISCLAIMER AND MANUFACTURER

Lessee acknowledges that Lessor is neither the manufacturer of the Rented Equipment nor the agent of the manufacturer.

## TITLE

This agreement is not a contract of sale. Title to the equipment is and shall remain with Lessor. Upon request by Lessor, Lessee shall sign such UCC financing statements and other documents as requested by Lessor to evident its ownership.

## SECURITY DEPOSIT

Lessee shall pay a security deposit at the time of reservation. If Lessee fails to rent the equipment reserved, or return the Rented Equipment upon expiration of the rental period, or if the same is damaged or destroyed, or if Lessee defaults hereunder, Lessee agrees to forfeit return of the security deposit provided, however, that such forfeiture shall not preclude or diminish the right of Lessor to seek other remedies or damages.

I hereby waive the Damage Waiver. I accept that I am fully responsible for the equipment as stated in paragraph titled "Damaged, lost, stolen or dirty equipment."

Signature

Date