

## TERMS AND CONDITIONS OF RENTAL

1. RENTAL AND TERM begins on the date and time specified as "Out" and terminates on the date and time specified as "Due" unless amended in writing on the reverse of this contract. Rental fees are due at the time of rental unless otherwise specified in which case fees are due in full at the close of this contract. Northampton Rental Center (hereafter referred to as 'dealer') may terminate rental at any time and take possession of equipment or refuse rental to any customer at dealer's discretion.

Please note: RENTAL FEES ARE FOR TIME OUT NOT TIME USED!

2. CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS: Renter accepts and hires the equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares the renter fully understand its proper operation and use. Renter acknowledges and declares that renter has examined the equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the equipment to renter's towing vehicle, if any, and renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the dealer's employees assist in loading and unloading the goods, the renter agrees to assume the risk of, and hold the dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the dealer or his employees. Renter agrees to return the equipment to dealer's premises upon the expiration and due date hereof in as good condition as when received by renter, ordinary wear and tear accepted. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours / day – 5 days / week) basis. Renter agrees to pay immediately all charges and costs incurred for repair of the equipment.

3. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR: Renter will immediately discontinue use of the equipment should it at anytime following the execution of the agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the renter will immediately notify the dealer that the equipment is unsafe or in disrepair and until such time as dealer has regained possession the renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rental equipment or product.

4. COMPLIANCE WITH LAWS: Renter acknowledges the dealer has no control over the use of equipment by renter and renter agrees, at his sole expense, to comply with all municipal, county, state, and federal laws, ordinances and regulations, including the OSHA act of 1970, which may affect the equipment while it is in the possession of and use by the renter. Renter shall not permit any person who is not legally qualified to use equipment.

5. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT: Renter shall not abuse or harm the equipment. Renter shall not permit any repairs to be made or lien to be placed upon the equipment without dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of renter's use and hiring of said equipment, renter agrees to accept all responsibility therefor and shall hold dealer harmless from any claims or action arising therefrom. Renter shall furnish dealer with a complete report of any accident involving said equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the equipment, or loss of possession thereof, or inability to return the same to dealer, on the expiration and due date, for any reason whatsoever renter shall pay dealer the actual replacement cost thereof, and in addition thereto dealer's loss of use of said equipment.

6. DISCLAIMER WARRANTIES: Dealer makes no warranties, express or implied, as to the equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of, or defect in, the equipment shall be the termination of the rental charges at the time of failure, provided the equipment is returned to dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to renter or renter's property, including incidental, special, or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment.

7. USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER: Renter expressly indemnifies and holds dealer harmless of, from and against any and all claims, loss, damages, attorney's fees and/or in connection with the hiring and use of the equipment regardless of whether a lawsuit is filed or in the event a suit is instituted by dealer to recover possession of said equipment, or to enforce any of the terms, conditions or provision hereof. Renter agrees to pay all costs and reasonable attorney's fees of dealer incurred in connection therewith.

8 THEFT WARNING: Failure to return equipment on the due date will, in certain circumstances, will be considered theft, resulting in criminal prosecution.

9. TAXES AND FEES: Renter agrees to pay any and all taxes, license fees, or permit fees, arising out of the hiring and use of the equipment. Renter agrees to pay taxes whether said taxes appear as part of the rental contract or whether said taxes are later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction renter agrees to pay to dealer said taxes upon demand.

10. TITLE: Title to the equipment is and shall remain the dealer's. If the equipment is levied upon for any reason whatsoever, dealer may retake the equipment without notice or legal process, and may take all action reasonably necessary to do so.

11. USE WHILE IMPAIRED: We can not accept any responsibility for damage to property or injury to yourself or others if the renter / user is physically impaired. This includes the effects of prescription and non prescription drugs – including marijuana, or alcohol.

## SPECIAL CONDITIONS FOR PARTY RENTALS

DEPOSITS ON TENT RENTALS ARE NON REFUNDABLE:

Except under conditions of extremely bad weather cancellation will result in loss of deposit. Other situations may qualify for refund.

ALL FOOD SERVICE RENTALS ARE TO BE RETURNED CLEAN:

The renter agrees to return all food service products clean and free of food, drink and debris. All dishware, utensils, serving platters, etc. are to be scraped, rinsed and replaced in their racks. All linens are to be shaken out. All glassware is to be emptied and replaced UPSIDE DOWN in their tacks. Renter agrees to dispose of all dish / glass bags.

ALL OTHER PARTY RENTALS:

The renter agrees to remove ALL decorations from equipment, including any tape, staples, pins, etc. used to secure said decorations. The renter also agrees to abide by all other terms and conditions applied to equipment on the reverse of this contract especially relating to readiness for pickup.

PERMITS:

See above – section 4.

## TERMS AND CONDITION OF SALE

USED PRODUCTS: The buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "as is" and "with all faults" basis. The dealer, as the seller, makes NO warranties, expressed, implied or any other warranty, of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEW PRODUCTS: The buyer acknowledges that the ONLY warranties provided with this product or products are those provided by the manufacturer and that the dealer makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. either expressed or implied.