



# Midwest Tents & Events of DeKalb

1300 SOUTH 7TH STREET  
DEKALB, IL 60115, US  
8773888368  
info@rentmidwesttents.com

Agreement# 7257

Location: DeKalb

Rental Out: 08/05/2022

EST Rental In: 08/07/2022

QUOTED TO	CONTACT	JOB SITE
Cortland Festival Committee PO Box 519 Cortland, IL 60112, US (815) 970-3774 cortlandfestival@cortlandil.org Purchase Order#	Name Travis Lanning Phone (815) 970-3774 Ext: Email cortlandfestival@cortlandil.org Driver License	Job # Cortland Summer Festival Cortland community Park 70 SOUTH LLANOS STREET CORTLAND, IL 60112 60112, US

## Rental Items

Delivery Notes: \*\*Delivery, at the discretion of Midwest Tents and Events 8/3 or 4/2022. Tables/chairs will be stacked under a tent. Pick up, at the discretion of Midwest Tents and Events, 88 or 9/2022. Please restack tables and chairs to delivery location, for pick up.\*\*

Item No	Description	Quantity	Estimated Amount
1010-2211	20' x 40' Red/White Horizontal Stripe High Peak Pole Tent \$44.00/Additional Day; \$440.00/First Day; - Note: **1-Check In, 1-Guest Dinning**	2	\$1,056.00
1030-1001	10' x 10' Solid White High Peak Frame Tent \$17.50/Additional Day; \$175.00/First Day;	1	\$210.00
1030-2101	20' x 40' Solid White High Peak Frame Tent \$72.00/Additional Day; \$720.00/First Day; - Note: **Beer Trailer**	1	\$864.00
1070-1010	White Globe Lighting String 8-Globe 30' \$5.25/Additional Day; \$35.00/First Day;	6	\$273.00
2050-1082	8' x 30" Banquet Table \$1.50/Additional Day; \$10.00/First Day;	20	\$260.00
2060-1001	Brown Folding Chair \$0.19/Additional Day; \$1.25/First Day;	20	\$7.60

## Product & Services

Description	Quantity	Price	Total Amount
DAMAGE WAIVER			\$267.06
Delivery Charge	1.00	\$40.00	\$40.00
Pickup Charge	1.00	\$40.00	\$40.00
Delivery Labor			\$320.47

WILL CALL HOURS: MON-FRI 12:00PM-4:00PM | SAT & SUN WAREHOUSE CLOSED

CUSTOMER MAY PICKUP WILL CALL ORDERS DAY BEFORE EVENT AND RETURN DAY AFTER EVENT FOR SINGLE DAY RATE.

Total Rental: \$2,670.60  
Total Services: \$667.53  
SubTotal: \$3,338.13  
Use/Sales Tax: \$0.00  
Total: \$3,338.13 (USD)

**THERE ARE NO CANCELLATIONS OR REFUNDS ON RESERVATIONS FOR ANY REASON**

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON BOTH SIDES OF ALL PAGES OF THIS AGREEMENT, AND CERTIFY THAT THOSE PRINTED ON THE OTHER SIDE ARE AGREED TO AS IF PRINTED ABOVE MY SIGNATURE. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. UNLESS DECLINED, I ALSO AGREE TO THE DAMAGE WAIVER CHARGES. I HAVE RECEIVED A COPY OF THIS AGREEMENT. BY SIGNING BELOW, I AUTHORIZE MIDWEST TENTS & EVENTS TO MAKE APPROPRIATE CHARGES TO MY CREDIT CARD.

5/18/2022 9:49:12 AM

Page 1 of 3

WARRANTIES BY CRG OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.



## Midwest Tents & Events of DeKalb

1300 SOUTH 7TH STREET  
DEKALB, IL 60115, US  
8773888368  
info@rentmidwesttents.com

Agreement# 7257

Location: DeKalb

Rental Out: 08/05/2022

EST Rental In: 08/07/2022

SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, SERVICING, CLEANING, CONTAMINATION, DECONTAMINATION, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CRG, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

**11.** You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, pathogens, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of/to the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR**

**OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

**12.** You agree to maintain all insurance CRG may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; and (c) workers' compensation and employer's liability insurance. All such policies shall, to the maximum extent possible: (i) name The Curtis Rental Group, Inc. as an additional insured and loss payee; (ii) waive subrogation against CRG; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint The Curtis Rental Group, Inc. as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims and payments on all such policies.

**13.** If and **only if**, we have offered the **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and you have paid the LDW fee set forth on Page 1 prior to commencement of the Term, then with respect **solely** to the Item(s) covered by LDW ("Covered Items"), you will have no liability to CRG for the cost to repair or replace such Covered Items if and to the extent they suffer physical damage during the Term; provided however, that **you will remain liable to CRG for: ALL damage to or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or any failure to return Covered Item(s); (iii) gross negligence, misuse and/or abuse of any Rented Item(s); (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any law, warranty or policy of insurance. You may decline LDW if you provide the property damage/inland marine insurance referenced in § 12). LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

**14.** We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to The Curtis Rental Group, Inc. a perpetual, royalty free, worldwide right and license to create, edit, display and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay (and with respect to Illinois use tax, reimburse us for) all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative.

**15.** Your duties hereunder are **unconditional**. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and Lessor, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if Lessor shall reasonably deem itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 13, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are cumulative. This Contract, and any "Addenda" we provide (including our form of Tent Addendum), each of which is incorporated herein, constitute(s) the entire agreement between you and CRG, **superseding** all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other items** you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, The Curtis Rental Group, Inc., the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). At the option of CRG, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator at the offices of the American Arbitration Association in a location within the State of Illinois selected by CRG. This Contract shall be interpreted and enforced under the laws of, and proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located nearest to DeKalb, IL (unless waived by CRG). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.**

Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addenda(um) will be deemed originals.

**16. THEFT WARNING:** Obtaining property of another by deception or false pretenses, and/or damaging or failing to return rented property, may be deemed theft, resulting in **CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION**. See § 720 ILCS 5/16-1 and 3 and § 720 ILCS 5/17 for details.

**LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE**

Copyright © EquipmentRentalContracts.com. (866) 582-2586. All rights reserved. Unauthorized reproduction and/or distribution strictly prohibited.