**DDA ACTION**

Approved _____

Denied _____

Date _____

Douglas Downtown Development Authority Community Events Grant Program Application

EVENT PRESENTER INFORMATIONName: Liz EngelName of Organization(s): Community Pride MIAddress: P.O. Box 437, Douglas, MI 49406Phone: 616-836-7171 Email: C21saugatuck@gmail.comHow many years have you been in the Douglas Downtown Development Authority District? 5**EVENT INFORMATION** (use additional sheets if needed)Event Name: PRIDE in the Park & OktoberfestEvent Date(s): June 1 & October 12 Event Start & End Hours: Noon-6PMEvent Location: Beery Field, 8 Center Street, Douglas

Describe your event in detail and how it will benefit the DDA District.

PRIDE, our premier event, will be held May 30 through June 2 with events featuring political updates, bowling party,LGBTQ+ lecture, Jazz street party, car parade, culminating in PRIDE in the Park festival. Oktoberfest also a big fallevent of music, food, beverages and celebration. Our events are designed as shoulder season events for our towns.Anticipated Number of Attendees: 2000-3000/eventAttendees Demographics (ages, special interests, where are they coming from, etc.) With events with wideranging interests, our attendees come from diverse ages and walks of life. We draw visitors from Western MI,Chicago, Detroit, and Indianapolis. We've seen guests come from WI, OH, both coasts as well as Canada.Estimated Number of Volunteers: 40/eventEstimated Date/Time for Set-Up: 05/31 & 10/11 Estimated Date/Time for Clean-Up: 06/02 & 10/13

List the local businesses involved and include how businesses are participating in the event: Businesses.

In the DDA include Alley's Pizza (host bowling event), Library (host lecture), as well as sponsors like

The CVB, Century 21 Affiliated, Biggby Coffee. Many vendors and supporters also make these events

happen like State Farm, Huntington Bank, Saugatuck Harbor Insurance, Lake Vista SuperValu and more

List your methods to advertise and promote the event as well as downtown and local businesses: _____

WZZM for ad spots/local feature, Commercial Record, Saugatuck on Sunday and Morning Grind Radio.

Social media, signs/banners, coordinate w/CVB calendar and email distribution. CommunityPrideMI.org

Funding amount requested: \$5,853.05 (Include an itemized budget for the total costs of the event)

DDA FUNDING HISTORY

1. Is this the first time you have applied for DDA funding for an event? Yes ☐ No ☒


2. If yes, how many times have you applied previously? _____

3. Is this a reoccurring event? Yes ☒ No ☐

NOTE: Organizations which received DDA event funding previously must make a final written report on the event including how DDA funds were used prior to consideration of a new application.

Have you submitted a Special Event Application to City Council for approval? Yes ☒ No ☐

If yes, was it approved? Yes ☒ No ☐


Signature of Applicant

4/15/24
Date

ALL DECISIONS CONCERNING THE COMMUNITY EVENTS FUNDING PROGRAM APPLICATION PROCESS, INCLUDING ELIGIBILITY AND/OR CONTAINING ELIGIBILITY FOR FUNDING, ARE WITHIN THE SOLE DISCRETION OF THE DDA BOARD AND ARE FINAL.

Please return application and supporting documentation to:

City of Douglas
Downtown Development Authority
86 West Center, PO Box 757
Douglas, Michigan 49406

**COMPLETE THIS APPLICATION IN ITS ENTIRETY; INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED.
PLEASE RETAIN A COPY OF THIS ENTIRE APPLICATION FOR YOUR RECORDS.**



Taylor True Value Rental
62 S Waverly Rd
Holland, MI 49423
616-392-8539
taylorrentalholland.com

Status: Reservation

Contract #: 155920-1

Event Beg: Fri 5/31/2024 8:00AM

Event End: Mon 6/ 3/2024 8:00AM

Operator: James Klingenberg

Customer #: 45897

COMMUNITY PRIDE MI

Phone 773-469-0174

CRAIG DRAGER

Job Descr: SATURDAY EVENT - DEL FRIDAY AM - THURS POSSIBLE...

Holland, MI 49423

PO #: JUNE EVENT

Ordered By: JEFF 616 485-1178

Delivery Fri 5/31/2024 8:00AM

JEFF 616-454-1938

BERRY FIELD

CORNER OF CENTER/MAIN

Douglas, MI 49406

CALL OR TEXT JEFF OTW!!!

SECONDARY CONTACT: CRAIG 773-469-0174

Pickup Mon 6/ 3/2024 8:00AM

JEFF 616-454-1938

BERRY FIELD

CORNER OF CENTER/MAIN

Douglas, MI 49406

174 CENTER ST - 2 PIECES OF STAGE AND KARAOKE MACHINE TO THE LIBRARY PLEASE CALL INGRID
 616-990-3026

Qty	Items	Each	Status	Event End Date	Price
2	10X20 WHITE FRAME CANOPY 1day \$250.00 +1day \$250.00 1week \$500.00 4weeks \$1,500.00 !!TAYLOR TRUE VALUE RENTAL IS NOT RESPONSIBLE FOR ANY UNDERGROUND UTILITY OR UNDERGROUND SPRINKLING DAMAGES!!!! !!!!PLEASE CALL MISS DIG - DIAL 811 - TO MARK ALL UNDERGROUND UTILITIES!!!!	\$250.00	Reserved	Mon 6/ 3/2024 8:00AM	\$500.00
4	30'X 8' SOLID WHITE TENT SIDE 1day \$75.00 +1day \$75.00 1week \$150.00 4weeks \$450.00	\$75.00	Reserved	Mon 6/ 3/2024 8:00AM	\$300.00
4	350# TENT WEIGHT (BLOCK-N-ROLL) 1day \$30.00 1week \$60.00 4weeks \$180.00	\$30.00	Reserved	Mon 6/ 3/2024 8:00AM	\$120.00
20	8' BANQUET TBL SEATS 8-10 1day \$12.00 +1day \$12.00 1week \$24.00 4weeks \$72.00	\$12.00	Reserved	Mon 6/ 3/2024 8:00AM	\$240.00
200	WHITE FOLDING CHAIR 1day \$3.00 +1day \$3.00 1week \$6.00 4weeks \$18.00 CHAIRS HAVE A LOAD / CAPACITY LIMIT OF 250LBS	\$3.00	Reserved	Mon 6/ 3/2024 8:00AM	\$600.00
25	GALVANIZED CROWD CONTROL FENCE 1day \$18.00 +1day \$18.00 1week \$36.00 4weeks \$108.00 THEY WILL INSTALL***	\$18.00	Reserved	Mon 6/ 3/2024 8:00AM	\$450.00
1	DELIVERY & PICKUP 10 - 15 MILES	\$110.00	Selling		\$110.00

RENTAL IS FOR TIME OUT - NOT TIME USED

Rental Contract

Reservations require a 50% deposit which is non-refundable and non-transferable if order is cancelled.

This is a Reservation. Reservations requiring deposits are NON REFUNDABLE.
Any cancellations within 72 hours of event, may incur additional cancellation fees.

Rental:	\$2,210.00
Delivery Charge:	\$110.00
Subtotal:	\$2,320.00
Total:	\$2,320.00
Paid:	\$0.00
Amount Due:	\$2,320.00

Signature: _____
COMMUNITY PRIDE MI



POWER & HVAC

BRANCH 838
8855 BYRON COMMERCE DR SW
BYRON CENTER MI 49315-8492
616-359-3133



RENTAL QUOTE

231481708

Job Site
COMMUNITY PRIDE
CORNER OF E CENTER ST
N MAIN ST
DOUGLAS MI 49406
Office: 630-776-6410 Job: 630-776-6410

Customer # : 6295445
Quote Date : 03/15/24
Estimated Out : 05/30/24 10:00 AM
Estimated In : 06/03/24 10:00 AM
UR Job Loc : CORNER OF E CENTER S
UR Job # : 2
Customer Job ID:
P.O. # : TBD
Ordered By : JEFF HANLIN
Written By : JOSHUA CADLE
Salesperson : GARY SECKLER

COMMUNITY PRIDE
CENTER ST
BERRY FIELD
DOUGLAS MI 49406

This is not an invoice
Please do not pay from this document

COMMENTS/NOTES:

* CUSTOMER WILL BE CHARGED \$129/HOUR FOR WAIT TIME.*
* CHARGES COMMENCE AFTER 20 MINUTES OF ARRIVAL. *



POWER & HVAC
BRANCH 83B
8855 BYRON COMMERCE DR SW
BYRON CENTER MI 49315-8492
616-359-3133



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COMMUNITY PRIDE
CENTER ST
BERRY FIELD
DOUGLAS MI 49406

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2403157	GENERATOR 45-49 KVA TIER 4		440.00	880.00	2,421.00	880.00

*IF THE GENERATOR IS TIER 4 FINAL, CUSTOMER SHALL BE RESPONSIBLE FOR *							
INSERTING DIESEL EXHAUST FLUID (DEF) IN THE TANK FOR THE DURATION OF							
*THE RENTAL PERIOD UNLESS CUSTOMER CONTRACTS WITH UNITED RENTALS TO *							
*PROVIDE THE DEF. PLEASE CHECK WITH THE BRANCH. *							

* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED *							
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS *							
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS *							
* TRIPLE SHIFT = UNLIMITED USAGE *							
* DOUBLE SHIFT IS 1.5 X SINGLE RATE *							
* TRIPLE SHIFT IS 2 X SINGLE RATE *							

* GENERATOR WILL BE DELIVERED FULL OF FUEL. *							
* WE CAN ARRANGE FOR FUELING SERVICE. PLEASE INQUIRE *							

PLEASE INQUIRE ABOUT OUR USED EQUIPMENT SALES							
120/240 Single Phase							

2	2415362	SPIDER BOX PANEL GFCI		25.00	50.00	150.00	100.00
4	2417275	CABLE 6/4 50 AMP 50'		15.00	15.00	40.00	60.00
		(2) runs of 100'					
1	2417105	GROUND ROD					N/C

SALES/MISCELLANEOUS ITEMS:				Rental Subtotal:		1,040.00
Qty	Item	Price	Unit of Measure	Extended Amt.		
1	MI HEAVY EQUIP. RENTAL TAX [DRSURMI/MCI]	20.800	EACH	20.80		
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	17.600	EACH	17.60		
1	DELIVERY CHARGE	458.830	EACH	458.83		
1	PICKUP CHARGE	458.830	EACH	458.83		
				Sales/Misc Subtotal:	956.06	
				Agreement Subtotal:	1,996.06	
				Rental Protection:	156.00	
				Tax:	90.99	
				Estimated Total:	2,243.05	

COMMENTS/NOTES:

CONTACT: JEFF HANLIN
CELL#: 616-485-1178

CONTINUED

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, tolls, assessments, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you 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.

13. 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 and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, 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 this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, 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 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 balance of the 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 hereunder, at law and/or in equity, all of which are cumulative.

14. This Contract, and any "Addenda" we may provide (including as applicable, our Aerial Equipment, Tent, Trailer and Tables and Chairs Addenda(um)) each of which is incorporated herein constitute(s) the entire agreement between you and TTV, superseding all other agreements and representations (including our website and advertising). 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 this Contract will otherwise remain valid and enforceable. This Contract be further 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 be: (a) governed by, interpreted and enforced under the laws of Michigan; and (b) bind and be enforceable by and against you, Holst Enterprises, Inc., the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). Any and all dispute(s) arising under and/or in connection with this Contract and/or its subject matter shall, at TTV's option, be submitted to binding arbitration before a single arbitrator selected by TTV at the offices of the American Arbitration Association located in or nearest to Holland, MI. The arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Ottawa County, MI (unless waived by TTV). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials on this Contract and/or any Addenda will be deemed originals.

15. **WARNING:** Refusing or willfully neglecting to return rented personal property at the agreed date and time with intent to defraud the lessor may be deemed LARCENY, resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. See MCL § 750.362a, *et seq.* and its/their successor provision(s) for details.

TERMS AND CONDITIONS OF RENTAL CONTRACT - TAYLOR TRUE VALUE RENTAL OF HOLLAND, MICHIGAN

For good and valuable consideration, you and Holst Enterprises, Inc., a Michigan corporation, d/b/a "Taylor True Value Rental" (also referred to in this Contract as "TTV," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means the first page of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "§"] 5 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 4).

2. You agree to rent from TTV the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages, for the entire Term and until all Rented Item(s) is/are returned to and accepted by TTV in the return condition required under this Contract (including § 10). Unless otherwise specifically agreed by TTV, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for wedding and party & event-related items (as identified on our website at: <https://taylorrentalholland.com/catalog/4263/party-event>); and (b) a single-shift basis for all other items, including without limitation, equipment, tools and trailers, not exceeding the least of: 8 hours per 24 hour period for which Rent is charged hereunder (each, a "Rental Day"); 40 hours per 7-day period; and/or 160 hours per 28-day period (zero hours for uncharged-for periods), and otherwise in accordance with the terms of this Contract. Additional Rent at our maximum periodic rate will be due for overuse and late returns. No credit or reduction of Rent will be made for act(s) of God, events of *force majeure*, time in transit or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

3. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless TTV. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

4. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), TTV owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. If we consent to any of the same, you will: (i) remain primarily responsible for the prompt payment and performance of all obligations of the Lessee arising under this Contract; and (ii) continue to ensure that each end-user of the Rented Item(s) fully and timely complies with each and every term of this Contract at all times. If we assign or transfer this Contract or any Item(s), you will remain responsible for our pre-existing obligations or liabilities.

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) carefully reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, IBC, IEEE, UL, ASSP, DOT, FMCSA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, cleaning, and ventilation requirements); (iii) are aware of the need to use all applicable personal protective equipment and safety devices (including RESPIRATORY, and FALL PROTECTION devices); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground conduits are clearly and properly marked before driving stakes or disturbing the ground surface (call 811 or 800-482-7171, and go to www.missdlig.org at least 3 working days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall be breached or proven incorrect or misleading.

6. In the event of a Malfunction as defined in § 5, you agree to immediately notify and return the Malfunctioning Item to, TTV, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

7. **SAFETY WARNINGS AND SEVERE WEATHER:** THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, EXTREME CARE WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity (IMPORTANT: Chairs typically have a capacity limit of 250 lbs.; DO NOT ALLOW PERSON(S) WHO WEIGH MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY US); (iii) at the Site; (iv) by properly trained, qualified, certified, FAMILIARIZED and/or licensed (as applicable) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant (s) (including without limitation, cannabis and alcohol) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (X) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; and (Y) EVACUATE, AND permit TTV to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY or all rented item(s) (without obligating us to do so) if any hazard (including without limitation, severe weather) occurs or threatens. Additionally, YOU SHALL NOT EXPOSE ANY RENTED ITEM(S) TO ANY FLAMMABLE, EXPLOSIVE, CAUSTIC, HARMFUL, HAZARDOUS OR ILLEGAL SUBSTANCES OR CIRCUMSTANCES.

8. You agree to maintain all insurance we may require, including: (a) liability, host liquor liability, and bodily injury insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage coverage for the full (new) replacement cost of all Rented Item(s); (c) unlimited primary medical and personal injury protection coverage; (d) workers' compensation; (e) for any and all Rented Item(s) subject to Michigan's No-Fault Insurance Law, unlimited PIP, PPI, bodily injury and property damage, broad form collision, comprehensive, limited property damage ("Mini-Tort") liability, towing and residual liability insurance; and (f) contents insurance for the full new replacement cost of all contents of the Rented Item(s) (or any of them). Such policies shall, whenever possible: (i) specifically schedule the Rented Item(s); (ii) name TTV as an additional insured and loss payee; (iii) waive subrogation against TTV and each TPO; (iv) be primary and non-contributory; and (v) include such other provisions (including deductibles) as we may require. You irrevocably appoint TTV as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims on all such policies.

9. **no warranties:** TTV IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER TTV NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(ies) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES TTV OR ANY TPO MAKE ANY WARRANTY(ies) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY TTV OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.

10. 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, 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, cleaning, refueling and/or, if applicable, the full new replacement cost of 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.

11. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, all RISK(S) OF PERSONAL AND BODILY INJURY, illness, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, the ITEM(S) AND 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, fueling, TRANSPORTATION, DEMONSTRATION, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, TTV, EACH TPO, and their respective owners, shareholders, 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, sublessees, successors and/or assigns; and except only as provided in § 6, (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.

12. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and for improved with, any Rented Item(s). 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. 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" or event of force majeure (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations. 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, and 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