

## TERMS AND CONDITIONS

### A. Deviations from specification.

Lessor reserves the right to substitute personal property of a larger size than that specified on the front side of this Lease Agreement. Any deviations from the specifications on the front side of this Lease Agreement that are requested by Lessee will be made only at an extra charge over and above the quoted price.

### B. Warranties.

All work to be performed by Lessor will be done in a workmanlike manner according to the standard practices of the industry. Lessor will carry Workman's Compensation insurance on its employees at all times covered by this contract. Lessor does not guarantee its tents not to leak. Lessee assumes any and all responsibility for weather hazards.

### C. Title.

No title or right in the leased personal property shall pass to Lessee. Lessor may place marks on the leased personal property indicating the Lessor is owner thereof and Lessee will not remove the same. The leased personal property shall always remain and be deemed personal property even though attached to realty. All replacements, repairs and accessories made to or placed upon the leased personal property shall become a part thereof and title thereto shall be in "Lessor."

### D. Damages.

Lessee agrees to pay for the replacement of or repairs to the leased personal property in case same is damaged, destroyed, stolen, lost or for any reason not returned to Lessor upon the termination of the lease in as good condition as when received, less normal wear. Normal wear shall not include, and Lessee shall be liable for, any damage to the leased personal property resulting from but not limited to the following: loss of crowd control, riot, and disorder, vandalism, and malicious mischief.

### E. Job site conditions.

Lessee agrees to provide unobstructed clear space for the erection, assemblage, placement and disassemblance of the leased personal property. Lessor shall not be required to erect or disassemble the leased personal property in an area it, in its sole judgment, considers to be too muddy, dirty, unsafe or unsuited for the installation.

### F. Job site permits.

Lessee agrees to have all space and entry arrangements and permits for the installation and use of the leased personal property prior to the arrival of Seller's leased personal property and any costs for such shall be borne by the Lessee.

### G. Use - Liens - Alcoholic Beverages.

Lessee agrees to use and maintain the leased personal property in accordance with all applicable laws and regulations and keep the leased personal property free of any levies, liens or encumbrances. If Lessee uses the leased personal property for the sale of alcoholic beverages, Lessor shall have the option of: (1) immediately terminating this Lease Agreement and taking possession of the leased personal property but still holding Lessee liable for the full amount of the rental charges set forth on the reverse side hereof; or (2) requiring Lessee to obtain Dram Shop Insurance covering the full limit of liability under the Dram Shop Laws of the state in which the equipment is erected, in an insurance company approved by Lessor, including both Lessee and Lessor as the insured, and at Lessee's cost, and to furnish Lessor with a certificate evidencing such insurance, which insurance shall contain a provision that same will not be cancelled unless both parties hereto are given 10 days written notice thereof.

### H. Erection and disassembly risks - Lessee.

Lessees that undertake to erect or disassemble the leased personal property with their own labor assume the risk of, and agree to hold Lessor harmless from, any loss, claim, or liability for damage to person or property that results from or in connection with such erection or disassembly.

Lessor may require Lessee, upon request, to obtain liability insurance to cover such risks, in a company acceptable to Lessor with a limitation of liability acceptable to Lessor, including both Lessee and Lessor as the insureds, all at Lessee's cost, and to furnish Lessor with a certificate evidencing such insurance, which insurance shall contain a provision that same will not be cancelled unless both parties hereto are given 10 days written notice thereof.

### I. Erection and disassembly risks - Lessor.

When Lessor erects and disassembles the leased personal property, Lessee shall be responsible for and hold Lessor harmless from any loss, claim or liability for damage to any property on the premises, including but not limited to damage to underground installations, including but not limited to utility installation, that results from or in connection with such erection or disassembling, unless Lessee informs Lessor in writing in advance of the location of such underground installations.

### J. Liability during lease term.

Lessee shall be responsible for and shall hold Lessor harmless from any loss claim, or liability for damage or injury to person or property, including the death of any person that occurs in connection with this lease, regardless of cause even if the cause, be an Act of God, for the period beginning after the erection of the leased personal property and for the duration of the rental period prior to disassembly. To cover such risk, Lessee, at Lessor's request, will obtain public liability insurance property damage insurance and Workmen's Compensation insurance in a company acceptable to Lessor, with a limitation of liability acceptable to Lessor, all at Lessee's cost, and furnish Lessor with a certificate evidencing such insurance, which insurance shall contain a provision that same will not be cancelled unless both parties hereto are given 10 days written notice thereof.

### K. Third parties.

Lessees who lease personal property from Lessor and then in turn lease that personal property to third parties shall hold Lessor harmless from any and all claims of such third parties.

To cover such claims, Lessee, at Lessor's request, shall obtain liability insurance, in a company acceptable to Lessor, which insurance names Lessor and Lessee as insureds, with a limitation of liability, acceptable to Lessor, all at Lessee's cost, and furnish Lessor with a certificate evidencing such insurance, which insurance shall contain a provision that same will not be cancelled unless both parties hereto are given 10 days written notice thereof.

### L. Failure to return leased property.

Failure to return property on return date may constitute a violation of the Illinois Criminal Code and may subject Lessee to prosecution thereunder.

### M. Default by Lessee.

If Lessee shall default in the payment of any rent hereunder or otherwise breach any of the terms or conditions hereof, or if any execution or other writ of process of law shall be issued in any action against the Lessee, whereby the leased personal property may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may immediately take repossession of its leased personal property without any court order or any other process of law and may enter upon any premises where said leased personal property may be and remove the same with or without notice of its intention to do so, without liability to Lessee. The omission by Lessor at any time to enforce any default or rights hereunder shall not be a waiver of any such default or rights, nor shall it in any way limit the right of Lessor to enforce such provisions hereunder. Lessor may exercise any and all remedies simultaneously and no such action shall operate to release the Lessee until all sums due hereunder have been paid.

### N. Legal fees.

Lessee agrees to pay any and all legal and miscellaneous expenses incurred by Lessor resulting from Lessee's violation of any terms or provisions of this Lease Agreement.

### O. Illinois law.

This lease is made in Illinois and is to be interpreted and construed in accordance with Illinois law.

### P. Binding effect of Lease Agreement.

This Lease Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

### Q. Storm damage.

If the equipment is demolished or damaged by storm, fire or other casualty, Lessor shall have the option of (1) reerecting same at the cost of Lessee, or (2) terminating this lease. The term "cost" as used in this paragraph shall include, but not be limited to, labor and transportation of Lessor's employees and equipment from Rockford, Illinois, and return in the event Lessor elects to terminate the lease, the Lessee shall be liable for the full amount of the rental set forth on the reverse side hereof.

### R. Table and chair rental.

Rental fee does not include set-up or take-down of tables and chairs. Tables and chairs shall be folded and stacked for pickup. Dock loading and unloading will be assisted by store help. All items must be returned clean and dry and protected from weather or there will be an additional charge for cleaning. Breakage or loss shall be charged at replacement cost. Delivery is to the door at 'street level', and additional surcharge will be made if no one is there for delivery or pickup. Delivery will be at Lessor's convenience, however, every effort will be made to accommodate customer's wishes. If necessary, Lessor may, at its option, subcontract all or part of its obligations hereunder.

### S. Cancellation Policy.

Reservations require 50% of all charges as a deposit. Cancellation fee of 50% of deposit will be withheld from your payment if reservation is cancelled 15 or more days prior to pick up/delivery date. Deposit is non-refundable if cancelled 14 days or less prior to pick-up/delivery date.