

## STERLING RENTAL CONTRACT AGREEMENT

1. This agreement is for the rental equipment described on the rental invoice. This agreement is between the customer indicated on the front (bill to) and dealer (Sterling Rental). Both parties acknowledge that this agreement consists solely of all terms written or printed on the invoice and contract agreement.
2. Customer acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. Customer further acknowledges his duty to inspect the equipment prior to use and notify dealer of any defects. If customer forfeits the right to sign for the equipment at the site of delivery, he therefore takes responsibility for the security and condition of said equipment at time of delivery and pick up.
3. Customer agrees to assume the risk of and hold dealer harmless for, property damage and personal injuries caused by the equipment and/or arising out of customer negligence.
4. From the time the item(s) is rented out until it is returned, customer is responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, customer shall be responsible for all charges, including labor costs, to replace or repair item(s). If returned not clean, a cleaning charge will be imposed. All chairs and tables should be stacked as delivered.
5. Customer agrees to pay attorney fees, collecting fees, court costs or any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise enforcing the terms of this contract.
6. Customer is responsible for obtaining if applicable any permits required under local ordinance for location where tent is to be erected.
7. Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crew arrives. Client will inform Sterling Rental of the existence of any underground utilities (i.e. phone or gas lines, septic systems, etc.), or conditions that may interfere with the ability to stake and/or anchor equipment. Client assumes all responsibility for all damage to underground equipment in absence of such notice.
8. The item(s) rented to customer shall be delivered to the address (Deliver) on rental invoice and maintained by customer at all times at said location. At no time may the item(s) be moved from said location without express prior written consent of Sterling Rental. Delivery service is available on all orders regardless of size. All fees are based on tailgate delivery and charged by geographical location. Additional delivery charges will occur for 2<sup>nd</sup> floor or higher delivery

locations, excessive distance for loading and unloading trucks, specific delivery and pickup times, and after-hours delivery and pickup. **Delivery fees quoted may change after site inspection.** All items will be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pickup, otherwise, the counts will be considered accurate. Orders are typically delivered 1-3 days in advance of your event while pickups typically occur 1-3 days following your event.

9. If customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, dealer agrees to modify the terms of this contract and relieve customer of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, or any other damage caused by "Act of God". We exclude misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to customers failure to care for the rental item(s) as a prudent person would his own property. All damaged equipment must be returned to dealer for credit on damage waiver charge.
10. A 50% non refundable deposit (cash, check, or credit) is required on all rentals. Any cancellations for any reasons will result in the forfeit of the deposit unless otherwise agreed in writing by Sterling Rental. In order to properly service all of our customers we require that all rental equipment be provided by Sterling Rental.

#### ADDITIONAL CHARGES:

Client may retain the services of a Sterling Rental employee during an event.

Additional charges apply for this service if:

- (a) The site is not ready or accessible when the crew arrives
- (b) The tent and rented equipment is not ready for prearranged pickup
- (c) Delivery or pickup is from any location other than ground level (upstairs or downstairs)
- (d) All chairs and tables are not stacked and bagged as delivered for pickup
- (e) Food service items are not rinsed food-free
- (f) All additional equipment (stoves, grills, ovens, etc.) is left dirty
- (g) Customer requires pickups before or after normal business hours
- (h) Site requires custom tent installations (i.e. on asphalt, decks, immovable obstructions, etc.)

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CUSTOMER SIGNATURE