

# TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "Butler Signature Events" shall mean BSE, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

**1. INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS BSE FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF BSE.

**2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE BSE FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST BSE WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**3. TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of BSE. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. BSE shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of BSE. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of BSE.

**4. INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify BSE of any defects.

**5. REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify BSE. BSE will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. BSE is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

**6. WARRANTIES.** BSE is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

**7. HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless BSE its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by BSE in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

**8. TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at BSE's election be mutually agreed upon in writing.

**9. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** The BSE may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the BSE's written permission. Any purported assignment by the Customer is void.

**10. RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to BSE's premises during BSE's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within BSE's regular business hours. If BSE has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer. Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by BSE.

**11. INSPECTION BY BSE.** BSE shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

**12. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. BSE may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to BSE or its subcontractors.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without BSE's prior written permission; or, allow a lien to be placed upon the rental items.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify BSE when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that BSE has no responsibility to inspect the rental items while they are in Customer's possession

**13. DELIVERY/PICK UP.** Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one day rental. A knock down fee will result if rental items are still up.

**14. CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.

**15. LINENS.** Table linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste. Protect linens from candle wax. Do not staple, tack, nail or use duct tape/floral gum on linens. Be cautious of ink!

**16. DIRTY, OR DAMAGED ITEMS.** Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of BSE. Customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by BSE, or at the BSE's option by others.

**17. DAMAGE WAIVER.** If accepted by Customer, BSE agrees, in consideration of an additional charge of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 [Dirty or Damaged Equipment]. For Damage Waiver Charge provided the Customer takes reasonable precautions to protect rental items. The BSE assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the BSE reserves the right to collect from person or company causing damage. **THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE.** THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN. The Customer may decline Damage Waiver charge by making a cash deposit equal to full value of rental items.

**18. THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items at its replacement cost when rented for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

**19. RETAKING OF RENTAL ITEMS.** If for any reason it becomes necessary for BSE to retake the rental items, Customer authorizes BSE to retake the rental items without further notice or further legal process and agrees that BSE shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

**20. LEGAL FEES.** In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

**21. WEATHER RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor tented event. BSE will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond BSE's control, Customer shall still be liable for payment in full of all charges.

**22. PREPARATION OF SITE.** Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the BSE's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

**23. MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

**24. COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and/or cleaning expense to tent tops due to cooking processes under or near tents.

**25. ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish BSE access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.

**26. UNDERGROUND FACILITIES.** Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of BSE's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.

**27. LOADING AND UNLOADING EQUIPMENT.** Customer is responsible for loading and unloading the equipment, if Dealer's agents or employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer, its agents and employees for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or in part by the negligence of Dealer, its agents or employees.

**28. NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of BSE to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of BSE's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

**29. FUTURE RENTALS.** Customer acknowledges that the terms of this Contract will be deemed to apply not only to the Equipment identified on Page 1, but also to all other Equipment and merchandise Customer may rent or purchase from Dealer (except as to the rent and/or purchase price of such items, as applicable, which will be charged at Dealer's published rates as of the date of each such rental or purchase), whether on the date of this Contract or at any time in the future (except only as to any Equipment and/or other items with respect to which Customer executes a new Rental Contract).

**30. WARNING.** Tent may become unsafe in high winds. **DO NOT** remain inside during windstorm or rainstorm. **VACATE IMMEDIATELY.** Beware of tent stakes, chains, and concrete blocks. **NOT RESPONSIBLE FOR ACCIDENTS IN OR AROUND TENT.**

**31. GOVERNING LAW.** This contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws.