

RENTAL AGREEMENT

This Rental Agreement (hereinafter "Agreement") dated _____ is entered by and between Sutter Butte Ventures, Inc. dba Pelton's Party Rental and Supplies (hereinafter "Pelton's") and _____ (hereinafter "Customer").

In consideration of hiring of the rental items (herein "the rental item or items") described on the front of this 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 PELTON'S FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGEMENTS, 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 GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PELTON'S.

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 PELTON'S 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 PELTON'S WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. **OPERATORS.** No employees, agents or operators are furnished, directly or indirectly with our rental items.

4. **RECEIPT/INSPECTION OF RENTAL ITEMS.** Customer hires the rental items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the rental items prior to its use and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Agreement and that the rental items are in good working order and repair and that Customer understands (without further instructions) its proper operation and use.

5. **POSSESSION/TITLE.** Customers right to possession of the rental items begins upon rental items leaving Pelton's and terminates on the **Pick-up/In Date** indicated on the front of this Agreement. Retention or possession after this date constitutes a material breach of this Agreement.

Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the rental items is and shall remain in Pelton's. If the rental items are not returned and/or levied upon for any reason whatsoever, Pelton's may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold Pelton's harmless from any and all claims and

cost arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify Pelton's immediately.

6. **RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of seventy-two (72) hours unless a longer term is specified in the Agreement *Pick-up/In Date* on the front of this Agreement. If Customer makes greater use of the rental items it is agreed that the additional usage will be charged. Rental charges begin immediately upon rental items leaving Pelton's. Rental charges end upon return of the rental items to Pelton's in an acceptable conditions. If the rental item is held over the 72 hour period, the additional usage charge will apply to Saturdays, Sundays, holidays, or time in transit and for any period of time the rental items may not be in actual use while in Customer's possession. If the rental items are returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Pelton's may terminate rental at any time and retake the rental items without further notice in case of violation by Customer of any items or conditions of this Agreement. Customer agrees to pay a monthly service charge on all unpaid balances in the amount of the greater of 1 ½% per month (19.2% per annum) or the maximum allowable by law.

7. **ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear: includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying, staining or soiling of rental items by paint, mud, plaster, concrete, rosin, or any other material.

8. **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 an 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 government agencies. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If permits or licenses are denied for any reason, customer is still responsible for all financial and other obligations pursuant to this Agreement to Pelton's or its subcontractors.

Customer shall not allow any person, who is not qualified and who has not received and understands safety and operation 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 Pelton's prior written permission; or allow a lien to be placed upon the rental items.

Customer agrees to clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Pelton's when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that Pelton's has no responsibility to inspect the rental items while it is in Customer's possession.

9. **RETURN OF RENTAL ITEMS.** Customer agrees to return to Pelton's the rental items in as good condition as when received, ordinary wear and tear excepted, by Rental Agreement *Pick-up/In*

Date. Customer shall be liable for all damages to or loss to the rental items and liability incurred prior to rental item's return to Pelton's. Customer shall be responsible for all costs incurred by Pelton's recovering and returned damaged rental items to Pelton's premises. If the rental items are to be "picked-up" by Pelton's, customer agrees to provide a secure storage location and customer accepts all risk including damage to and liability relative to rental items for a reasonable period of time until the rental items are picked-up by Pelton's.

10. **DISCLAIMER OF WARRANTIES.** Pelton's makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental items are fit for customer's particular intended use, or that it is free of latent defects. Pelton's shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the rental items. Pelton's shall not be responsible for any defect or failure unknown to the Pelton's. Failure of, defect in, damage to or missing of any rental item should be reported to Peltons before the Customer's event begins. Provided that the damage is not preexisting, and notice is given to Peltons prior to the event and if time permits and a replacement is available, Peltons will provide a replacement rental item, otherwise Peltons will provide a partial refund for the respective damaged or missing item. If the Customer fails to notify Peltons prior to the commencement of their event, damaged or missing rental items is deemed the responsibility of the Customer and Peltons shall have no further obligation to the Customer.

11. **PURCHASE ORDERS.** The use of customer's purchase order number on this Agreement (if used) is for customer's convenience and identification only.

12. **SUBLETTING/LOCATION OF RENTAL ITEMS.** Customer agrees not to sublet, loan or assign the rental items. Customer shall not move the rental items from the address at which Customer represented it was to be used without prior notice to and approval by Peltons.

13. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, Pelton's may, at its sole option, terminate this Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to Pelton's. Exercise of any remedy available to Pelton's shall not constitute an election of remedies or a waiver of any additional remedies to which Pelton's may be entitled.

14. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary to Pelton's to retake the rental items, customer authorizes Pelton's to retake the rental items without further notice or further legal process and agrees that Pelton's shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

15. **LEGAL FEES.** In the event an attorney is retained to enforce any provision of this 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.

16. **NOTICE OF NON-WAIVER.** Any failure of Pelton's to insist upon strict performance by Customer as regards any provision of the Agreement shall not be interpreted as a waiver of Pelton's rights to demand strict compliance with all other provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not *affect* any other provision.

17. **SEVERABILITY.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. **PAYMENT OF RESERVATION CONTRACT.** If this Agreement is executed pursuant to a Customer's reservation, it must be paid in full seven (7) days prior to Delivery/Out date. Reservation contracts made within seven (7) days of the Delivery/Out date must be paid in full at the time of reservation. Any other payments due, such as machine and linen deposits, etc., are to be paid in full prior to Customer obtaining possession of Pelton's rented personal property identified in this Agreement. All such payments/charges (if any are applied) are in PELTON'S sole discretion and Customer expressly waives any right to dispute, including all applicable credit card deposits/payments/charges or other forms of deposits/payments/charges.

19. **CANCELLATION CHARGES.** A fee of 25% of the contract price will be charged on all reservation cancellations between 14 days and more than 7 days prior to the Delivery/Out date. A fee of 50% of the contract price will be charged on all reservation cancellations between 7 days and more than 24 hours prior to the Delivery/Out date. Cancellations of reservations 24 hours or less before rental date will result in a 100% of the contract price cancellation fee. NO EXCEPTIONS! All such payments/charges (if any are applied) are in PELTON'S sole discretion and Customer expressly waives any right to dispute, including all applicable credit card deposits/payments/charges or other forms of deposits/payments/charges.

20. **DELIVERIES.** Delivery and pick up rates are based on "door to door". Customer shall have rental items in one location for pickup, otherwise an additional pickup fee of \$30.00 will be charged. All such charges (if any are applied) are in PELTON'S sole discretion and Customer expressly waives any right to dispute, including all applicable credit card deposits/payments/charges or other forms of deposits/payments/charges.

21. **DELIVERY SCHEDULES.** Deliveries will be scheduled between 9:00 a.m. to 12:00 p.m. or 1:00 p.m. to 4:00 p.m..

22. **CLEANING AND CARE REQUIREMENTS.** If Customer is renting linens, dishware, machines and/or plastic tables, there will be cleaning/care requirements and/or operating instructions attached to this Agreement. Customer is required to read and follow these instructions under the attached specific and applicable "ADDENDUM" or "ADDENDUMS" as provided below in this Paragraph. A copy of each corresponding ADDENDUM(S) is attached and incorporated herein. Failure to follow these cleaning/care instructions may subject the Customer to cleaning or replacement charges. All such charges (if any are applied) are in PELTON'S sole discretion and Customer expressly waives any right to dispute, including all applicable credit card deposits/payments/charges or other forms of deposits/payments/charges.

- a. If Customer is renting linens, Customer acknowledges that they have executed the attached **LINEN RENTAL ADDENDUM**, and this is evidenced by Customer's initials. (_____)
- b. If Customer is renting dishware, Customer acknowledges that they have executed the attached **DISHWARE RENTAL ADDENDUM**, and this is evidenced by Customer's initials. (_____)
- c. If Customer is renting machines, Customer acknowledges that they have executed the attached **MACHINE RENTAL ADDENDUM**, and this is evidenced by Customer's initials. (_____)

d. If Customer is renting plastic table(s), Customer acknowledges that they have executed the attached **PLASTIC TABLE RENTAL ADDENDUM**, and this is evidenced by Customer's initials. (_____)

23. **VENUE/CHOICE OF LAW.** This Agreement shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement or actions related to it shall be initiated in Sutter County, California.

24. **ITEMS RENTED/PAYMENT.** Customer agrees to all the terms and conditions contained herein and acknowledges that the items and related charges contained on the attached invoice are a true accounting for items rented and rental charges that apply accordingly. The terms and conditions contained on the aforementioned invoice are attached hereto and incorporated herein. If any of the terms of the invoice conflict with any of the terms of this agreement, then the terms of this Agreement shall control. Customer further acknowledges that the invoice charges are fair consideration for this Agreement and are freely entered into by Customer.

IF A CREDIT CARD IS USED TO PAY FOR THIS RENTAL:

I HEREBY AUTHORIZE PELTON'S PARTY RENTALS AND SUPPLIES TO CHARGE MY CREDIT CARD ENDING IN

FOR THE INVOICE FOR RENTAL CHARGES RECEIVED INCLUDING DELIVERY CHARGES, DEPOSITS, ETC LISTED ON THE INVOICE.

IN ADDITION TO THE INVOICE FOR RENTAL CHARGES, I AGREE TO PAY FOR ALL CHARGES ASSESSED BY PELTON'S PARTY RENTALS AND SUPPLIES FOR EQUIPMENT REPLACEMENT, DAMAGES AND CLEANING OF ANY OF THE RENTAL ITEMS LISTED ON THE RENTAL INVOICE IN THE EVENT ANY SUCH ITEMS ARE LOST OR DAMAGED WHILE IN MY POSSESSION. I ALSO GIVE MY CONSENT/AUTHORIZATION, IN ADVANCE, TO ALLOW SUCH CHARGES TO BE ASSESSED TO THE AFOREMENTIONED CREDIT CARD AND HEREBY WAIVE ANY RIGHT TO CANCELLATION OF SAID CHARGE(S) THROUGH THE CREDIT CARD COMPANY WITHOUT PELTON'S EXPRESS WRITTEN CONSENT.

FOR PELTON'S PARTY RENTAL AND SUPPLY

CUSTOMER SIGNATURE
