

# Maria's Marvelous Décor

## Rental Contract

This is a contract. This contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

A reminder that your 50% deposit to reserve item(s) and date is non-refundable. If rental item does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. You may cancel your reservation between 6-9 days before your event and receive a raincheck. With a raincheck, we will hold the deposit you paid. If you pre-paid the entire amount you'll receive a refund, less the deposit. You have one year to book another event with us, and we'll apply the deposit to that event. If you do not re-book within 1 year your deposit is forfeited.

If you cancel your reservation within 5 days of your event your deposit is forfeited.

## GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

The conditions of lease here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as this "Agreement",

- (1) RENTAL PERIOD. The Rental period shall commence at the time Lessee takes possession of the Equipment leased hereunder and end upon return of the Equipment to Lessor and acceptance of the same by Lessor.
- (2) RENTAL CHARGES. Lessee shall pay rental for the entire Rental Period on each article of Equipment named in the List of Equipment Leased, at the rate therein stipulated. Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for such calendar day in the month upon which the equipment is not operated. In the event Lessee retains possession of any Equipment for a period of time in excess of that which is provided in this Agreement, Lessee agrees to pay Lessor a rental charge equal to 150% of the Daily Rental Rate for each article of Equipment for each day Lessee retains possession of such Equipment.
- (3) PAYMENT BY LESSEE OF RENT AND COSTS AND FEES FOR BREACH. The rent for any and every article of Equipment described in the List of Equipment shall be the amount therein designated and is payable in advance at the time this Agreement is executed. Lessee shall pay Lessor Interest at twelve percent (12%) per annum or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach. Lessee agrees to pay expenses associated with Lessor's enforcement of this Agreement, including but not limited to costs of collection, court action, and reasonable attorneys' fees.
- (4) SECURITY DEPOSIT. Lessor may, at its discretion, require payment of a Security Deposit upon the commencement of the Agreement. Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement following the return of all Equipment leased hereunder in a condition acceptable to Lessor as provided herein.
- (5) TITLE; NO FIXTURES OR ACCESSIONS. Lessee acknowledges that all Equipment leased hereunder is the property of Lessor. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances. Lessee promises to pay, on demand, amounts required to release liens against the

Equipment or to pay any outstanding fines, penalties or fees applicable to use of the Equipment during the rental term. Lessee agrees not to part with possession or control of the Equipment, or sell, pledge, mortgage or otherwise encumber the Equipment or any part of it, Lessee agrees that the Equipment shall not be affixed to real estate in such a manner as to become a fixture or part of real estate or to other goods in such manner as to become an accession to or a part of such other goods.

- (6) **CONDITION.** Lessee acknowledges that Lessee has examined and inspected all Equipment leased hereunder and that its condition is acceptable and that the Equipment is safe and in good working order. Lessee agrees to surrender the Equipment to Lessor upon termination of this Agreement in as good order and condition as when received, and if returned unclean, Lessee maybe charged a reasonable cleaning fee. Lessee agrees to keep and maintain the equipment in good condition, use it in a careful and proper manner (including without limitation maintenance of proper fuel, oil and lubricant levels, if applicable) and comply with all applicable laws and regulations. Nothing in this Paragraph modifies the risk of loss set forth herein.
- (7) **OPERATION, SAFETY AND MAINTENANCE.** Lessee acknowledges that Lessee and any of Lessee's employees understand how to safely operate all Equipment leased hereunder. Lessee acknowledges receipt and full understanding of safety instructions for all Equipment leased hereunder. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting horn proper use thereof alone expected.
- (8) **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee. Notwithstanding, no repairs shall be made without prior notification to Lessor of the nature of repairs and Lessor must approve the person(s) and method(s) by which the equipment is repaired.
- (9) **OPERATORS.** Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.
- (10) **DISCLAIMER OF WARRENTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. THERE IS NO WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE, OPERATORS, OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.
- (11) **INDEMNITY.** Lessee shall Indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys

fees, arising out of, connected with, or resulting from the Equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment, Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the Equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, to Lessee's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the operation, use, control, possession, handling, or transportation of the equipment during the Rental Period.

(12) RISK OF LOSS. Lessee agrees that, upon execution of this Agreement, Lessee assume all risk of loss, theft, damage or destruction, partial or complete, of the Equipment from any and every cause whatsoever. Lessee's risk of loss as set forth herein is not modified by any other provision of this Agreement, except to the extent covered by insurance purchased by Lessee, if any, to cover loss of the Equipment leased hereunder. Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material properly, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

(13) INSURANCE. Lessee shall keep the Equipment leased hereunder insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the Equipment and its operation and handling for the amount of at least Five Hundred Thousand Dollars (\$500,000.00) or other reasonable amount specified by Lessor. Lessee shall pay the premiums and any deductible portions thereof and deliver said policies, or duplicates thereof, to Lessor.

(14) DEFAULT; REMEDIES. If Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or Lessee shall default in the payment when due of any indebtedness of

Lessee to Lessor arising independently of this lease, or Lessee shall default in the performance of any other covenant herein and such default shall continue for three (3) days after written notice hereof to Lessee by Lessor, or Lessee becomes insolvent or makes an assignment for the benefit of creditors, or Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law.

Lessor shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the Equipment, without notice or demand to Lessee;
- (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the Equipment;
- (c) To take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless Lessor expressly so notifies Lessee in writing;
- (d) To terminate this Agreement as to any or all items of Equipment; (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed

under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately. Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. Lessee agrees that the appropriate forum for any dispute hereunder shall be in the Circuit Court of the Tenth Judicial Circuit, Tazewell County, Illinois and Lessee submits to the jurisdiction of the same.

(15) REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY. All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Agreement. (16) NO SUBLETTING ASSIGNMENT. No Equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

(17) ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto. I certify that I have read and agree to the terms and conditions of this contract and agree.

Signature: \_\_\_\_\_

**WE LOOK FORWARD TO WORKING TOGETHER WITH YOU!**

