

TERMS AGREED TO IN THIS CONTRACT

Rental Contract for Private Events

Terms: To reserve a rental date and time a \$50.00 Non-Refundable Deposit, and the signed contract below is required. Balance is due 14 days prior to the Event. Accepted payment forms are cash, check, and Visa or MasterCard. Returned checks are charged a \$25.00 fee. A credit card is required at the time of reservation, and will be held; any costs as a result of equipment damage will be automatically charged to this card.

Cancellation: No Refunds. Cancellation must be made more than 72 hours prior to your scheduled drop-off time to receive rental credit. Credit can be used toward another available date and must be used within 120 days of the original contracted event date.

1. Sweet Springs, hereby rents to the Customer named on Page 1 the equipment described on Page 1 subject to all the terms and provisions on Page 1 and Page 2 of this contract.
2. Sweet Springs will pickup the equipment at the Customer's address and on the date and time shown on Page 1 or earlier if demanded, all accessories in the same condition as when received, ordinary wear and tear excepted. CUSTOMER SHALL BE FULLY LIABLE FOR DAMAGE AND ALL OTHER LOSS. IF THE EQUIPMENT IS LOST, STOLEN, DESTROYED, OR OTHERWISE RENDERED UN-FIT FOR NORMAL USAGE, CUSTOMER SHALL BE FULLY LIABLE FOR, AND AGREES TO PAY SWEET SPRINGS, IMMEDIATELY UPON DEMAND THE FULL REPLACEMENT COST FOR SAID EQUIPMENT. FULL REPLACEMENT COSTS WILL AUTOMATICALLY BE CHARGED TO THE HELD CREDIT CARD USED FOR RESERVATION AND/OR DEPOSIT.
3. Customer shall not permit any repairs to the equipment or suffer any lien to be placed upon it without Sweet Springs consent, and the Customer will pay any and all unauthorized charges in connection with any repairs. Lessee will pay for all repairs and replacement resulting from causes inherent in the use to which the equipment is put.
4. CUSTOMER SHALL INDEMNIFY AND HOLD SWEET SPRINGS HARMLESS from all fines, penalties, forfeitures, injuries and disabilities arising from use of the rented equipment and imposed by any federal, state, county and municipal statute and law or insurance policy provision. Customer shall be liable for all damages to the rented equipment and for all other claims.
5. INDEMNITY: Customer shall, to the fullest extent permissible by law, defend, indemnify and hold harmless Sweet Springs, its employees and agents, from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses of every character whatsoever (including without limitation, (i) demands arising from injuries or death of persons, including employees of either Sweet Springs or Customer, (ii) claims of or liabilities to third parties arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the equipment by Customer or its operator, agents, or employees or the confiscation of the equipment by any government authority for illegal or improper use of said equipment, and (iii) demands for damage to property), arising directly or indirectly, at any time, out of the obligations herein undertaken or out of or connected with the possession, maintenance or use of the equipment. The provisions of the indemnity described herein shall apply whether or not Sweet Springs negligence, active or passive, contributed in any way towards the alleged injury or harm and shall not be limited except to the extent that it will not apply to claims caused by the sole negligence or willful misconduct of Sweet Springs. Customer further agrees it will reimburse Sweet Springs for any expenditures, including reasonable attorneys' fees, Sweet Springs may make by reason of such and, if requested by Sweet Springs will defend any such claims at the sole cost and expense of Lessee.
6. ASSUMPTION OF RISK: Customer hereby assumes any and all risks of damages to Customer and to Customer's agents, employees and representatives, and to all others, arising out of or in any way related to this rental, and Customer's use of the equipment and property rented pursuant hereto.
7. SWEET SPRINGS SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY PROPERTY OF CUSTOMER or any other person which may have used or been in contact with the equipment either before or after its return to Sweet Springs. Customer shall assume all risk of such loss or damage, waive all claims therefore against Sweet Springs, and defend, indemnify and hold Sweet Springs harmless from all claims arising out of such loss or damage.
8. Customer agrees that the rented equipment is in a safe and satisfactory condition; that the customer has inspected it or has been given the opportunity to inspect it before accepting it for use. THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE THE DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE and notify Sweet Springs of any defects found. In the event the equipment becomes unsafe or in disrepair due to normal use, the Customer agrees to discontinue use and notify Sweet Springs, who will replace the equipment with a similar one in working order as available. Sweet Springs is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise.
9. Customer agrees that any misstatement herein contained or giving of false identification, address, telephone number, fictitious name, or any breach of any provision of this agreement will authorize Sweet Springs to, forthwith, repossess the rented equipment by use of any lawful means.
10. Neither the Customer nor any other person operating the equipment shall leave it unattended. Lessee is responsible for theft or damage to rented equipment under any circumstances, and has sole responsibility for proper and safe storage and protection of it while this contract is in effect.
11. Failure, refusal or neglect by the Customer to return the rented equipment within 24 hours after the agreed rental period has expired, or the presenting of false or misleading identification to Sweet Springs shall be Prima Facie evidence of intention to commit larceny.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED