

## **RENTAL AGREEMENT**

This Rental Agreement (“Agreement”) is entered between the undersigned customer (“Customer”) and All American Tents and Events LLC. (“All American”) subject to the following terms and conditions.

**Equipment.** The Customer orders from All American the equipment listed in Exhibit A. Customer agrees to pay the price listed in Exhibit A. Customer agrees the quantities stated in Exhibit A are accurate. Additional equipment requested by Customer which is not listed in Exhibit A is also controlled by the terms and conditions in this Agreement. All equipment rented by and supplied to Customer remain the property of All American. Customer has the right to use and enjoy the equipment pursuant to the terms of this Agreement, but does not have an ownership interest, other than a leasehold interest, in the equipment. All American reserves the right to display notice of its ownership of the equipment through an identifying stencil, plate or other marking. Customer agrees not to remove or cover the markings without the express, written permission of All American. The equipment shall be the personal property of All American, even if it is affixed or attached to real estate.

All tents are subject to stretching and retracting up to 5% of listed sizes. Although tents have been treated to some extent with waterproofing compounds, All American does not guarantee the tents are absolutely waterproof or without leaks.

**Deposit.** For orders over \$500, Customer must deposit 25% of the total cost in order to secure the reservation of the equipment. For orders under \$500, Customer must deposit \$100 in order to secure the reservation of the equipment. For orders totaling under \$100, full payment is required to secure the reservation of the equipment. Deposits are non-refundable.

**Payment.** Payment of the price set forth in Exhibit A is due upon delivery. Should Customer’s payment be returned for insufficient funds, or should Customer fail to timely pay, Customer must pay a late fee of 1.5% per month, minimum of \$5.00, until the full balance is paid. Customer must notify All American after delivery and setup, and prior to payment, of any issues with the equipment. If the equipment is unsafe or in disrepair, Customer must discontinue use and notify All American. If the defect is due to normal use, and not due to any misuse by Customer or Customer’s guests, All American will replace the equipment with the same or similar equipment if available. All American is not responsible for any incidental or consequential damages caused by delays, and Customer waives any right or entitlement thereto.

Customer authorizes All American to bill Customer’s credit card at the time of reservation and upon Customer’s receipt of the rented items. If Customer directs All American to bill a third party, Customer certifies that it is authorized to bind the third party to this agreement. Should the third party fail to timely pay, Customer must immediately pay and understands that he or she remains individually responsible for all charges.

Customer shall pay for collection fees, attorneys' fees, court cost costs and any expense involved in the collection of rental charges or other damages to All American under terms of the contract.

Customer understands that all charges are subject to a final audit. Customer authorizes additional charges or credits to be made to Customer's account and payment by the method used at the time of the reservation, rental or return.

**Delivery.** All American agrees to deliver the equipment listed in Exhibit A one to three (1-3) days before the event date listed on Exhibit A ("Event"). All American will contact Customer the weekend before the Event to finalize delivery details. If the delivery location has any time constraints, Customer must inform All American of those time constraints at least one week before the Event. Customer agrees to hold All American harmless from any damages or delays caused by Customer's failure to notify All American of delivery requirements. If the delivery location is up more than a few stairs, Customer must notify All American at least one week prior to the Event. All American charges an additional delivery fee for extra stairs. If Customer fails to notify All American of extra stairs prior to delivery, Customer will be required to pay the extra delivery fee as well as a fee for extra time expended by All American to deliver the equipment.

Extra delivery charges may be added for delivery locations that are not easily accessible, on a hazardous road, or in a location unable to accommodate large trucks. Customer must notify All American of troublesome delivery locations at least one week prior to the event. Should Customer fail to do so, Customer will be required to pay a fee for extra time expended by All American to complete the delivery. Customer agrees to hold All American harmless from any damages or delays caused by Customer's failure to notify All American of the troublesome delivery locations.

The equipment must not be removed from the place of delivery without the express, written permission of All American.

**Setup.** If Customer is renting tents, Customer must mark the tent corner with stakes, sticks, or spray paint prior to delivery. This expedites the setup process. Unless agreed to prior to delivery, All American is not responsible for setting up tables or chairs.

All American will not set a pole tent up over a driveway under any circumstances. Only frame tents may be erected over a driveway. If holes need to be drilled into the pavement, Customer will pay \$5.00 per hole, and must notify All American of this requirement at least one week prior to the Event. Unless otherwise agreed, All American is not responsible for filling the holes in after removal. Customer agrees to defend, indemnify, and hold All American harmless from any damages caused by drilling holes in the pavement.

All American will show Customer how to safely open sidewalls to prevent damage. Customer is prohibited from removing sidewalls for any purpose other than to move them to a different side of the tent.

Customer must ensure the delivery area is cleared prior to delivery. If All American is required to spend more than ten minutes clearing the area in order to deliver the equipment, Customer will be required to pay All American \$10.00 for every ten minutes after the first ten minutes.

**Pickup.** All American will pick up the equipment listed in Exhibit A at the end of the Event at the delivery location. If the delivery location requires pick up the same night of the event, Customer must notify All American at least one week before the event. An additional service charge will be added for late-night pickups.

Customer must make all equipment available for pickup at the agreed upon date, time, and location. Should Customer fail to make the equipment available for pickup, Customer must pay the agreed-upon fee in Exhibit A each day after the end of the Agreement that the equipment is not available, any damages incurred by All American as a result of not having the equipment in time, and costs expended by All American, including legal fees, to retrieve the equipment. The equipment must be returned in the same condition it was delivered, normal wear and tear excepted. If the equipment is destroyed, stolen, lost or damaged, normal wear and tear excepted, Customer must pay the cost to repair the equipment, or replace the equipment with new equipment of the same or similar quality. Customer must also pay one-half of the agreed upon rental rate for the time it takes to repair or replace the equipment.

Chairs must be stacked neatly prior to pickup and left where delivered. There is a sticker on the back of most chairs designating which side should face up. Non-padded chairs must be stacked 50 high, and padded chairs must be stacked 25 high. If chairs are not stacked neatly and correctly when All American picks them up, Customer must pay a charge of \$0.25 per chair. This method greatly helps All American with efficiency and lower labor costs, which allows All American to pass the savings on to its customers.

All American's services do not include setup or knockdown of tables and chairs. If Customer wishes to purchase setup and knockdown services, Customer must notify All American and pay the agreed upon charges at least one week prior to the event. If Customer fails to make arrangements for setup and knockdown services, and requires them at the time of delivery, the All American driver must call All American for authorization. All American will do its best, if time permits, to accommodate late requests for setup and knockdown. However, All American does not guarantee this service will be available unless requested and paid for in advance.

All linens must be returned dry and clean of waste. If any equipment is dirty beyond that which is expected for normal use, in All American's sole discretion, Customer must pay a cleaning fee.

All non-leased equipment and decorations must be cleared prior to pickup. Failure to remove non-leased equipment and decorations from the tent and equipment will result in additional pickup charges.

**Use.** Customer agrees to use the equipment for lawful purposes only. Customer agrees to use the equipment in a careful and reasonable manner. Customer agrees not to use the equipment in any

way likely to destroy or damage the equipment. Customer is prohibited from using staples, tacks, nails, pins, or any other sharp objects to attach anything to the equipment. Customer is prohibited from taping anything to any equipment, other than the undersides of tables.

Customer is responsible for ensuring that all equipment, other than tents, are protected from precipitation. If any equipment is exposed to precipitation, Customer must pay a prorated rate of 1/8<sup>th</sup> of the replacement cost of the equipment. Customer is prohibited from doing any type of cooking under or within a reasonable distance of tents.

Customer assumes all weather-related risks involved in holding an outdoor, tented event including risk of tenting becoming unstable due to high wind, snow, rain, flooding, extreme heat or cold, or any other factor beyond All American's control, and Customer agrees it is nonetheless liable for payment of all charges or damages caused by weather.

**Cancellation.** Refunds are not available for cancellation of sidewall rentals. For cancellations at least 90 days prior to the event, Customers will receive a full refund less the required deposit. For cancellations made less than 90 days before the event, Customer will receive a 75% refund less the required deposit. Deposits are not refundable, regardless of the time or reason for cancellation.

**Waiver of All Warranties.** All American is neither the manufacturer nor the agent of the manufacturer of the equipment. All American makes no warranties against patent or latent defects in material, workmanship or capacity. Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. All American makes no warranties of merchantability or fitness for a particular use, either express or implied. All American makes no warranties that the equipment is suited for Customer's intended use. Warranties of fitness are expressly and specifically waived by Customer.

Customer agrees that All American makes no warranty, express or implied, whether arising by course of dealing or performance, custom, usage in the trade or profession or otherwise, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, validity and non-infringement, with respect to any equipment rented by Customer.

**Defense, Indemnity, Hold Harmless.** Customer agrees that it will defend, indemnify, and hold harmless All American, its owners, employees, agents, subsidiaries, heirs, successors, and assigns from and against any and all losses, claims, liabilities and lawsuits, including claims of personal injury and damage to property, caused by or resulting from Customer's failure to comply with its obligations under this Agreement, or caused by Customer's and Customer's employees', agents', subsidiaries', heirs', successors', assigns', guests', subcontractors', and anyone acting on Customer's behalf's, negligent or intentional acts. Customer agrees to pay All American's reasonable attorney fees expended in the defense of any claims, suits, or losses covered in this paragraph.

**Obligations and Remedies.** All disputes of whatever kind between Customer and All American based upon past, present, or future acts, whether known or unknown, and arising out of or relating to the formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration conducted in Oklahoma City, Oklahoma, or some other location mutually agreed to by the parties pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association, and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. Prevailing party entitled to fees and costs.

**Assignment.** All American may assign its rights under this Agreement without the Customer's knowledge or consent. All American will remain bound by the obligations set forth in this Agreement regardless of assignment. Customer is prohibited from transferring or assigning its rights and obligations in this Agreement, and is further prohibited from loaning or subleasing the equipment covered under this Agreement absent All American's express, written permission.

**Miscellaneous.** The parties agree that this Agreement represents the entire agreement between them. This Agreement shall be governed by, construed, and interpreted in determining the rights of the parties in accordance with the laws of the State of Oklahoma. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. Customer and All American are not each other's agents and are prohibited from binding the other to any agreement.

All American reserves the right to enter any premises where its equipment is being used in order to inspect, observe its use, or remove it. Customer is required, at its own expense, to ensure all necessary licenses and permits are in place to allow the equipment to be used on the premises.

The parties state that they have carefully read the foregoing Agreement, know the contents thereof, are authorized to sign it, are competent to sign it, and sign it freely.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Customer (Printed Name)

\_\_\_\_\_  
Signature on behalf of All American

\_\_\_\_\_  
Customer (Signature)