

# PREMIER RENTALS, L.L.C.

## CONDITIONS OF RENTAL

1. All rentals are for 1-day use. Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During the busy season, Premier Rentals, L.L.C. may deliver 2 days before and pick up 2 days after. Customers will be notified appropriately.
2. Unless credit has been established, all rentals must be secured by a 50% payment at time of order.
3. The balance of the payment is due on the day of delivery, unless credit has been established in advance. Acceptable methods of payment are: Visa, MasterCard, American Express, Discover, and Cash. Checks are acceptable if approved by check cashing service. For all non-credit term customers, a refundable credit card deposit is required with each rental.
4. There will be no return of deposits on orders cancelled within 30 days prior to the event.
5. No changes or deductions may be made to an order 48 hours prior to the event. Additions will be allowable within the 48 hour period, and may be subject to an additional labor charge.
6. All sub rentals require a nonrefundable deposit.
7. No changes or deductions may be made to linen within 14 days of the event.
8. Deliveries & pickups are made during Premier's normal business hours at street level unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area.
9. No credit will be given for unused items once delivered.
10. Customer shall use all property in a careful and proper manor, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
11. Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that Premier Rentals, L.L.C. has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. Premier Rentals, L.L.C. shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defects therein.
12. Customer shall indemnify Premier Rentals, L.L.C. against any claim, action, damages, and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental property.
13. All equipment is to be knocked down and stacked for pickup. For health purposes, all china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse-free and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.
14. In the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at cost price thereof, and shall be due and payable upon billing in addition to the rental charge.
15. No goods may be moved from the place of delivery without written permission of Premier Rentals; L.L.C. Customer shall have all equipment available for pickup by Premier Rentals, L.L.C. on the pickup date listed under "Pick up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup.
16. Customer shall not deliver possessions of the rental property to any individual(s) other than Premier's employees, and shall require reasonable identification from such individual(s) prior to surrendering possession.
17. Tent leases require a contract and a 50% deposit. If the lease is canceled more than 30 days before the use date, the deposit will be returned. Without an executed contract, tent availability cannot be guaranteed. Additional tent lease conditions are contained in the "Tent Lease Agreement".
18. Every effort is made to fill your order exactly as requested. If circumstances prevent Premier from doing so, Premier reserves the right to upgrade the quality or find a substitute product.
19. Premier must be notified of any reduction in order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.
20. Premier employees are not permitted to move household furniture.