

## Customer Rental Agreement and Policies Contract

For the purposes of this Rental Agreement and Policies Contract, "Lake Tahoe Party Rentals" shall mean Blue Mountain Services, LLC DBA Lake Tahoe Party Rentals, its owners, officers, directors, shareholders, and employees. "Customer" shall mean the person(s) in the completion of this contract. In consideration of hiring of the items (herein "the rental items" or "items") described on separate sheet, it is agreed as follows:

1. **INDEMNITY/ HOLD HARMLESS.** Customer will take all necessary precautions regarding the items rented and will protect all persons and property from damage or injury. Customer agrees to hold harmless Lake Tahoe Party Rentals from and against any and all liability, claims, judgments, attorney's fees, and costs of every kind of 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 of rental of the items rented. Except claims or litigation arising through the sole negligence or willful misconduct of Lake Tahoe Party Rentals.
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 of the items rented under this contract 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 Lake Tahoe Party Rentals 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 Lake Tahoe Party Rentals which Customer otherwise may be entitled to assert.
3. **TITLE AND OWNERSHIP.** The items rented shall be at all times the sole and exclusive property Lake Tahoe Party Rentals. Customer shall have only the right to use the rental items in accordance with the terms of this agreement. Lake Tahoe Party Rentals shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, sticker, plate or other markings and Customer agrees that it will not remove or cover such markings without the written permission of Lake Tahoe Party Rentals. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Lake Tahoe Party Rentals.
4. **INSPECTION.** Customer acknowledges and has an opportunity to inspect the rental items and finds it suitable for their needs and in good condition. Customer will be instructed and understands rental items and its proper use prior to delivery departure. Customer further acknowledges their responsibility to inspect the rental items prior to its use and to notify Lake Tahoe Party Rentals of any defects.
5. **REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and notify Lake Tahoe Party Rentals. Lake Tahoe Party Rentals will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use Lake Tahoe Party Rentals is not responsible for any incidental or consequential damages caused by traffic or weather delays and Customer hereby waives any right or entitlement to such delays.
6. **WARRANTIES.** Lake Tahoe Party Rentals is not the manufacturer of the rented property, nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use or that it is free from defects, and any and all such warranties of fitness, or otherwise expressly and specifically waived by the Customer.
7. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Lake Tahoe Party Rentals, its employees, agents and subsidiaries from and against all claims, liabilities, losses, damages to property or otherwise, and expenses of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees, and agent of Customer or Customer subcontractor. The

indemnities included in this exhibit shall include reasonable attorney's fees paid by Lake Tahoe Party Rentals in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

8. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement any extension must be mutually agreed upon and in writing at Lake Tahoe Party Rentals' election.

9. **ASSIGNMENTS, SUBLEASES, AND LOANS OF RENTAL ITEMS.** Lake Tahoe Party Rentals may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without Lake Tahoe Party Rentals' written permission. Lake Tahoe Party Rentals shall have the right to retake any and all items from improper use or rental at the cost of the Customer.

10. **RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all rental items to Lake Tahoe Party Rentals' premises during regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the rental items occurring because it was not returned to Lake Tahoe Party Rentals within regular business hours. If Lake Tahoe Party Rentals has agreed to deliver the rental items to Customer or to pick up the rental items from the Customer and shall be responsible for all losses or damage to the rental items from time of delivery to the Customer and until picked up by Lake Tahoe Party Rentals.

11. **INSPECTION BY Lake Tahoe Party Rentals.** Lake Tahoe Party Rentals shall at all times have the right to enter any premises where the rental items may be located for purposes of inspecting it, observing its use, or removing it from Customer's premises.

12. **COMPLIANCE WITH LAW/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in an unsafe manner. Customer agrees at their sole cost and 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 permits and/or licenses from the appropriate governmental agencies with an exception of tenting permits. In the event that the Customer provides Lake Tahoe Party Rentals written request, and Lake Tahoe Party Rentals signs and agrees to such request, Lake Tahoe Party Rentals may act as an agent to obtain required permits and/or licenses. If these agencies shall require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the licenses or permits are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Lake Tahoe Party Rentals or its subcontractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate 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 Lake Tahoe Party Rentals' prior written permission; or, allow a lien to be placed upon the rental items.

13. **CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ grills and cooking equipment.

14. **LINENS.** Table linens are inspected prior to pick up and upon return. Return all linens dry and free of waste. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns, tears or wax Customer will be charged the cost of the linen and may keep it as if it were a sale.

15. **DIRTY OR DAMAGED ITEMS.** Customer agrees to pay for any damage to rental items regardless of cause except for reasonable wear and tear while rental items are not in possession of Lake Tahoe Party Rentals. Customer also agrees to pay a cleaning charge for all items returned dirty, soiled plate fee costs \$1 per plate. The cost of repairs will be borne by Customer, whether performed by Lake Tahoe Party Rentals or at

Lake Tahoe Party Rentals' option by others consisting of service and labor performed to damaged item. Accrued rental charges cannot be applied against the purchase or cost of repaired or damaged goods. Rental items damaged beyond repair will be paid for by the Customer at its replacement cost when rented. The costs for rentals items such as glass, dish ware, metal materials and fragile items to be replaced occurs when any item(s) ordered are broken or lost.

16. **THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items (at its replacement cost when rented) for all types of theft or mysterious disappearance. Damage waiver does not cover theft and payment will be received from the card on file.

17. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for Lake Tahoe Party Rentals to retake the rental items, Customer authorizes Lake Tahoe Party Rentals to retake the rental items without further notice or further legal process and agrees that Lake Tahoe Party Rentals shall not be liable for any claims for damage or trespass arising out of the removal of rental items from where delivered.

18. **LEGAL FEES.** In the event an attorney is attained 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 a court.

19. **WEATHER AND RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor event. Lake Tahoe Party Rentals will endeavor to minimize said risk, however, should the crew or rental equipment become unsafe due to wind, snow, rain, flooding, extreme cold/heat, lightning and thunderstorms or any other factor beyond Lake Tahoe Party Rentals' control reasonable action will be taken. Customer understand this risk and shall be liable for payment in full of all charges upon arrival of items to event location.

20. **TENT MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, tents are **not guaranteed** to be absolutely waterproof and are to be considered temporary shade structures.

21. **COOKING UNDER TENTS.** Customer agrees to not do any type of cooking under or within a minimum distance of 10 feet within tent. Customer assumes full responsibility and costs (at its replacement cost when rented) incurred for damage and or cleaning expense to tent tops or accessories due to cooking processes under or near tents.

22. **ELECTRICAL POWER, LIGHTING and WATER USE.** Customer agrees to furnish Lake Tahoe Party Rentals access and the right to use Customer's electrical power and water lines for the installation and operation of rental items.

23. **UNDERGROUND FACILITIES and UTILITIES LINES.** Customer must notify Lake Tahoe Party Rentals of any utility lines underground upon rental request. It is the Customers responsibility to confirm location of Underground Facilities and/or utility lines prior to installation. Customer assumes full responsibility for damage to all Underground Facilities due to improper direction or layouts provided to Lake Tahoe Party Rentals.

24. **NOTICE OF NON-WAIVER/SEVER ABILITY.** Any failure of Lake Tahoe Party Rentals to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Lake Tahoe Party Rentals' right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. Any provisions of this Rental Agreement shall be done so by Lake Tahoe Party Rentals. Any requests by Customer are done only with the consent and noted by Lake Tahoe Party Rentals.

25. **EQUIPMENT DELIVERY & PICK UP.** We offer standard delivery and pick-up service for a fee based upon location, the amount of equipment rented and a mutually agreed upon time frame. Delivery/ Pick-ups are quoted as a 'tail-gate' drop-off to a nearby ground level area. Additional fees may be assessed for stairs, elevators, 'long hauls', sand, gravel, wood chips or any other extraordinary circumstances that may be encountered. Please inform Lake Tahoe Party Rentals personnel of any of these situations at least five (5) days before your delivery. Circumstances may not allow us to accommodate such a request if our delivery crew arrives without prior knowledge. Any notifications given upon delivery will incur substantial additional

fees and charges made directly to the card on file. Please ask about our Premier Delivery for specific rental item placement.

#### SITE PREPARATION

Please make sure site is prepared for delivery as any stand-by time incurred by our delivery crew will be billed at \$40 per man, per hour. Lake Tahoe Party Rentals personnel are **not** responsible or available for site prep work such as moving furniture, plants or other obstacles that may interfere with a delivery or pick-up. Asking Lake Tahoe Party Rentals' crew to participate in moving of objects not under this contract are at the expense and risk of damages to the Customer, Lake Tahoe Party Rentals will not be at fault.

#### VERIFYING EQUIPMENT & COUNTS

It is the Customer's responsibility to verify all equipment counts when delivered and immediately notify Lake Tahoe Party Rentals of any discrepancies, otherwise we will assume all counts were correct and equipment was delivered in an acceptable condition.

You or a representative of yours must be present on site during a delivery or pick-up. A stand-by fee will apply (if time permits) if you or a representative is not present. Otherwise delivery crew will continue with their routes and return at the next available time opening and an additional delivery fee will apply.

#### SET-UP & TAKE-DOWN

There is an additional charge upon request for set-up and take-down of equipment other than tents, wedding items, stages and dance floors. Once equipment is set-up/installed there will be a fee to move or re-position it. We require a layout diagram or schematic fourteen (14) days prior to your event if we will be setting-up our tables, chairs or other equipment for you. If you would like us to create a schematic for you additional service charges will be applied to your bill.

#### PREPARING FOR PICK-UP

All equipment should be stacked and/or returned to their containers in the same manner and location as they were delivered unless otherwise arranged. Equipment should be sheltered or protected in the event of inclement weather. Dishes must be stacked into crates as they were received, rinsed/scraped, plates returned with excessive food debris will have a \$1 per plate cleaning fee will be charged to the card on file with immediate notice.

#### EARLY MORNING, LATE NIGHT & HOLIDAY DELIVERY/ PICK-UP

Early morning, late night, and holiday delivery and pick-up are all available for additional fees when requested by the Customer. Early Morning is before 9am and late night is after 5pm, or 4pm on Sunday. Except with tent installation/removal late night considered to be after 9pm. A minimum of an additional charge of \$50 between 6pm and 8pm for regular items. Deliveries or Picks Ups between 9pm and 7am are minimum \$150 regardless of size of order unless other terms are agreed upon both parties.

#### DELIVERY/PICK-UP FEE

Delivery and pick up fee starts at \$50 defined by traveling from our facility to event location upon delivery and event location to our facility upon pick-up within the South Lake Tahoe Region or within 10 miles of our location 185 Shady Lane, Stateline, NV, 89449. South Lake Tahoe, Ca start at \$50, El Dorado, Ca minimum \$60. West Shore from Emerald Bay to Homewood minimum \$85, Tahoe Pines to Dollar Point minimum \$110. North Lake Tahoe is considered Carnelian Bay to Incline Village minimum \$95. Sand Harbor and Thunderbird area \$60 any location where a parking permit is required an additional fee will be included, most fees are between \$7-\$10.

#### 'LAST MINUTE' ADDITIONS

The earlier an order is placed the greater the precedent it is given when we schedule our routes. 'Last minute' deliveries or pick-ups (*less than three (3) days before a delivery or pick-up*) will be accommodated as commitments or circumstances allow. Orders less than 12 hours that can be accommodated with incur a \$50-\$150 last minute charge.

All of our drivers are equipped with cellular devices to allow for live updates when possible. *Please note all state and local driving laws and regulations are strictly enforced and followed while in transit.*

26. ORDER RESERVATION/CANCELLATION POLICY. *This policy applies to all equipment for tent/canopies. Lake Tahoe Party Rentals will be responsible for obtaining Tent and related Permits from the Local County Office. Additional fees may occur for time constraint requests.*

#### MAKING A RESERVATION FOR EQUIPMENT

**PLEASE NOTE:** Inquiries and/or other proposals will not reserve rental equipment. Only upon receipt of this Signed Rental Agreement, Signed and Completed Credit Card Authorization to keep on file and a 50% deposit\* will your rental items only be RESERVED. To Ensure the delivery of your requested items Final Payment is due Seven (7) days before the date of your rental delivery (either by Customer pick-up or Lake Tahoe Party Rentals delivery). Final Payment upon delivery will NOT be accepted. All payments MUST be received before delivery date. Failure to provide Lake Tahoe Party Rentals with payment in full prior to Delivery date will result in undelivered items at Customer/Renter's fault. Please account for the time that your selected mail service to deliver your payment, Lake Tahoe Party Rentals is not responsible for payments not received that are en route or not received by due date. All prices reflect a twenty-four (24) hour period. Any multi-day orders will incur an additional reservation fee based on the number of days requested by Customer. Special order items, linen, resale items and/ or sub-rented items all require a 100% non-refundable deposit. Equipment is subject to availability and rates for equipment are for time rented out. *Unused equipment will be charged at full price, rates are based from the item leaving the warehouse\** Customers may request payments to reflect their Company's Payment Distribution Process, if other terms are excepted by Lake Tahoe Party Rentals, agreed terms will be defined at the end of this contract by Lake Tahoe Party Rentals.

#### LAST MINUTE RESERVATIONS

**PLEASE NOTE:** Inquiries and/or other proposals will not reserve rental equipment. All confirmations made within seventy-two (72) hours of the start of the order time/date are subject to additional last minute confirmations fees. To avoid any surcharges please confirm all orders at least seven (7) days of delivery. Linen is the one exception to this policy, we request linen orders to be made two (2) weeks prior to delivery/pick up. Any Linen requested within two (2) weeks of event date is subject to additional last minute charges and availability by provider.

#### REDUCTION/ADDITIONS, FINAL COUNTS and CONFIRMATION TIME RESTRICTIONS

Every effort will be made to accommodate requests to add available equipment to an order before a delivery. 'Last Minute' (three (3) days or less notice) additions may be accommodated, but due to loading and delivery schedules, those requests may not be able to be fulfilled with your original order. Additional trips to deliver or pick-up equipment will be charged per trip. Reduction in item counts can be made up to three (3) days before your delivery date. Items deducted or reductions in counts less than three (3) days before an equipment delivery will be charged a 25% restocking fee. Any item that is cancelled or reduced less than twenty-four (24) hours from your earliest delivery time or that has been delivered to a site will be fully charged. Linen is the one exception to this policy, we request any changes to be made seven (7) days prior to delivery/pick up. Any Linen requested within 96 hours of event date is subject to additional last minute charges and availability by provider.

#### CANCELLATION OF AN ORDER (*Excluding Tents and Tent Accessories*)

Cancellations of an order made fourteen (14) days prior to an equipment delivery date will have their deposit refunded less a 5% or \$10 processing fee (whichever is higher). Cancellation of an order between thirteen (13) and four (4) days before delivery will forfeit 50% of the order total. No cash refunds will be made for cancelled orders. Allow four (4) to six (6) weeks for any refund by check or money order.

#### OVERDUE EQUIPMENT

Equipment that is not returned by a Customer or unavailable for Lake Tahoe Party Rentals pick-up on the specified return time and/or date will be charged at the full daily rental rate for each day past due. Arrangements must be made before the due date to extend a rental period. After 48 past due, non-returned equipment will be considered lost and charged at the full replacement cost. Extra trips to pick-up equipment will be charged per trip.

27. PAYMENT OPTIONS AND FEES Payment can be made from Customer to "Lake Tahoe Party Rentals" by personal or cashier's check, money order. All discounts are applied before taxes and are considered valid if all requirements are in good standing. Signed Rental Agreement and Payments must be Mailed to Lake Tahoe Party Rentals at Po Box 6501, Stateline, Nv, 89449. Emailed items are done at the discretion of the sender.

28. PHOTO AND VIDEO DISCLAIMER

Lake Tahoe Party Rentals reserves the right to use any photograph/video taken at any event sponsored and/or contracted by Lake Tahoe Party Rentals, without the expressed written permission of those included within the photograph/video. Lake Tahoe Party Rentals may use the photograph/video in publications or other media material produced, used or contracted by Lake Tahoe Party Rentals including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media outlets, etc. To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information; example- The Smith's 01-01-2019, John and Jane's Lakefront Ceremony at Regan Beach, etc.

Thank you for your participation, understanding and cooperation!

Please Read the Statement Below

I, \_\_\_\_\_, have read and agree to all terms and conditions of Rental Agreement and Policies Contract sections 1-28. I Acknowledge and Agree that Only upon receipt of this Signed Rental Agreement and a 50% deposit payment, or other agreed terms that my rental items only be RESERVED. To Ensure the delivery of the requested items I will complete Final Payment (See 26:1) Seven (7) Business days before the rental delivery or Customer pick-up date. I understand that Failure to provide Lake Tahoe Party Rentals with Payment in Full prior to Delivery date will result in undelivered items at Customer/Renter's fault if other terms are not accepted.

Signature\*\* X \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/2019

\*\*Only Hand Signed and Notarized Electronic Signatures are accepted, Any documents with typed signatures will not be accepted and result an incomplete Reservation Process.

Office Use Only

Received on: \_\_\_\_/\_\_\_\_/2019 by \_\_\_\_\_

Additional notes/terms: \_\_\_\_\_

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\_\_\_\_\_

Lake Tahoe Party Rentals

775-790-7693 Po Box 6501 Stateline, NV, 89449 laketahoepartyrentals@gmail.com