

Rental Contract Terms and Conditions

I, we either of us, do hereby certify that we have this date received from Rain or Shine Tent Co. Inc. , the equipment and/or articles, listed and identified on this contract.

It is understood and agreed that this personal property is leased to us by said Rain or Shine Tent Co. Inc., and will be used by the lessee at the designated address for the stated period and solely for which said equipment was manufactured and intended.

We further agree that we hold Rain or Shine Tent Co. Inc. harmless from any liability whatsoever resulting from the use of said equipment and further agree that said property will be used solely by the lessee and/or persons herein designated and no other persons without the consent of the lessor of said equipment.

We further agree that we will immediately discontinue the use of any of said equipment should same at any time, while in our possession become unsafe or in a state of disrepair, and will immediately notify Rain or Shine Tent Co. Inc. of said facts, and the lessor in consideration of the mutual covenant agree that it will with reasonable dispatch after receiving said equipment with other equipment in good working condition.

Dirty, damaged or lost equipment. Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of cause, except reasonable wear and tear, while the goods are out of the possession of dealer. Customer agrees to pay a reasonable cleaning charge for equipment returned dirty.

In the event the lessee desires to extend this lease beyond the date and time originally agreed upon, it is understood and agreed that the lessee will immediately notify the lessor of said desire and obtain their approval and terms for said extension.

We further agree that all charges for rental will be paid in advance, or immediately upon return of merchandise, or upon receipt of statement for same and that all collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be borne by lessee.

The lessor at its own discretion may report as stolen, all equipment held beyond fifteen (15) days from return date, or before, if conditions indicate theft.

The lessor at its own discretion may revert all charges to daily rate if monthly statement or invoice is not paid on due date.

We understand that Rain or Shine Tent Co. Inc. is a business located in the City of Saratoga Springs, County of Saratoga, State of New York; that this agreement shall be governed by the laws of the State of New York; and that in the event that we are sued by Rain or Shine Tent Co. Inc. for breach of this agreement, we consent that the suit may be venued in the courts of the City of Saratoga Springs or the County of Saratoga, State of New York, which courts shall have jurisdiction over the subject matter of the lawsuit.

<p>THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.</p>
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**50% deposit due, unless order made 10 days prior to event, then 100% of invoice due.
No deliveries will be scheduled without approved payment arrangements**

Authorized Signature: _____ Print Name: _____ Date: _____