

TERMS AND CONDITIONS OF RENTAL CONTRACT

1. For good and valuable consideration, you and Best Event Rentals Inc. ("BER") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section 5 below); "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean BER.

2. You agree to rent the Rented Item(s) from BER for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BER. Unless otherwise specifically agreed by BER, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for late returns, overtime, misuse and abuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay BER: (i) the Estimated Rent, together with any deposit specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) BER may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by BER in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of BER.

3. You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.

4. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless BER. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by BER; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (including without limitation, EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 at least 2 full business days in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an OSHA-compliant EVACUATION PLAN for all rented tents; and (x) will ensure that all others comply with this Section.

6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BER on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay BER: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, BER may incur in connection with your failure to do so.

7. Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.

8. In the event of a Malfunction (as defined in Section 5), you will immediately notify BER, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. BER will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. **WARNINGS: (A) TENTS AND EQUIPMENT USED FOR COOKING AND/OR HEATING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) PERMIT BER TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH ITEM(S)** (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN CONNECTION THEREWITH.

10. You agree to maintain all insurance BER deems necessary, but in any event, at least liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full new replacement value thereof. Such policies shall: (i) name BER as an additional insured and loss payee; (ii) waive subrogation against BER; and (iii) be primary and non-contributory (BER's insurance will be secondary).

11. If and only if, we have offered, and you have elected to purchase the OPTIONAL DAMAGE WAIVER (set forth on Page 1, if available) and paid the fee referenced therein prior to commencement of the Term, you will have no liability to BER for 90% of the cost to repair or replace covered Item(s) which suffer physical damage during the Term; provided however, that

you will remain liable to BER for all: (a) damage to or loss of covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of this Contract or any applicable law or policy of insurance; (b) damage to tires, chains, and hoses; (c) 10% of any and all repair/replacement costs for covered items; and (d) 100% of all repair/replacement costs for items not covered. You may decline Damage Waiver if you provide the insurance specified in Section 10. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.

12. Except with respect to Rented Items which BER rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), BER owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item.

13. You may not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of BER (in its sole discretion). BER may sell and/or assign all or any part of its interest(s) in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for, any pre-existing obligations or liabilities of BER.

14. **BER IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED "AS-IS". ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, BER MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS AND/OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF BER, NOR DOES BER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY BER CONSTITUTE REPRESENTATIONS OR WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) RELEASE AND DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BER, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH SUCH ITEM(S) AND/OR SERVICES AS WELL AS YOUR BREACH OF THIS CONTRACT. You waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including the Uniform Commercial Code), as well as all incidental, consequential, special and punitive damages, against BER. Your duties hereunder are UNCONDITIONAL.**

15. If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to BER; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (subject, however, to the terms of Section 11 hereof) during the Term, you will be in default, whereupon, to the maximum extent permitted under applicable law, we will be entitled, without notice or liability to you, to: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of breach, trespass or other transgression (for which you hereby indemnify and hold harmless BER); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and remedies available hereunder, at law or in equity.

16. This Contract, and any Addenda we provide (all of which will be deemed incorporated herein), represent the entire agreement between you and BER, superseding all other agreements and representations (including our website and advertising). If union labor is required in connection with your event, you agree that you will be solely responsible (to the exclusion of BER) for compliance with all laws, rules and regulations applicable thereto (including without limitation, engaging and paying for all union employees or contractors). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. BER may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required by BER is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond BER's reasonable control), BER will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding BER's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize BER to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay BER the maximum lawful charge for any check you write which is returned unpaid. Except only as otherwise expressly set forth herein, this Contract cannot be further amended or extended except in a writing signed by both you and BER. BER's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder, as set forth on Page 1. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from BER at any time in the future (except only as we otherwise agree). You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, duties, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any right to claim it constitutes an "adhesion contract"); (b) shall be interpreted under the laws of Colorado; and (c) shall be enforceable by you, Best Event Rentals Inc. and the other Indemnitees. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Larimer County, CO. You consent and submit thereto, and hereby waive all claims that it constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures hereon will be deemed originals.

17. **Warning: OBTAINING RENTAL ITEM(S) BY THREAT, DECEPTION OR OTHERWISE WITHOUT THE CONSENT OF THE OWNER, AND/OR FAILURE TO RETURN RENTED ITEM(S) CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT, RESULTING IN CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION.** See C.R.S. § 18-4-402, et. seq.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE