

Chief Rental, Inc.

RENTAL AGREEMENT

This rental Agreement is between Chief Rental, Inc. hereinafter referred to as "Lessor" and the undersigned, hereinafter referred to as "Lessee". The Lessee acknowledges receipt of the herein described personal property (rental supplies and equipment) belonging to the Lessor under the Terms and Conditions specified below. Please read entire agreement.

Rented property is not considered reserved until this agreement is signed, and a non-refundable deposit of 50% has been paid. Balance is due 7 days prior to event. The Quote/Reservation Contract must also be acknowledged by Lessee and signed. In doing so, Lessee agrees that all information is correct including delivery dates, times, equipment rented, and break down information.

Payment can be made by credit card or cash. Checks are only accepted from standing pre-existing customer accounts.

Cancellations: Orders cancelled at any time once agreement is signed will forfeit the 50% deposit– which will be held on account for future rentals for up to 1 year. Cancellations within 5 days of event will be charged the full amount of the order with the same conditions.

TERMS AND CONDITIONS

1. Lessor agrees to deliver property in good working condition – Lessee agrees to maintain property in good condition during rental term period. Both parties agree that the property has been inspected by Lessor and Lessee at the time of delivery. Lessee agrees that acceptance of property is an acknowledgment that the equipment was delivered in good working order and condition and that Lessee is responsible for the payment of all rental charges.
2. In the event the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue use and promptly call the Lessor. If the condition is not the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order.
3. Title to the rented property is and at all time shall remain the responsibility of the Lessor. Only the parties hereto and those other persons whose names are listed on this agreement are authorized to use the property and the Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the Reservation Contract.
4. The Lessee agrees to indemnify and assumes all risks, and liability for the use and operation of the equipment, for personal injuries and property damage arising from or incidental thereto. Lessee shall protect, defend, and indemnify Lessor and hold Lessor harmless, from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses of whatsoever nature, arising out of the use, condition or operation of the property during the term of this agreement, provided that any such losses, damages, injuries, claims, demands, and/or expenses were not caused by the intentional misconduct and/or negligence of the Lessor.
5. Lessee represents and warrants that Lessee has insurance against liability for injury to person and property in amounts equal to or more than a combined single limit of \$1,000,000.00 and that Lessee maintains insurance against loss or damage to the property in the amount equal to or more than \$1,000,000.00
6. Upon completion or termination of this agreement, Lessee will promptly return all rented property and its parts and attachments to the Lessor. Lessee agrees to be liable for any loss, theft, damages, breakage or other destruction of the Lessors property provided however, that any such loss, theft, damage, breakage, or other destruction was not caused by the intentional misconduct and/or negligence of the Lessor. Lessee acknowledges that the damage waiver charge (DWC) of 12% may not cover the damages and Lessee agrees to pay any amount in excess of damage allowance fee for replacement of items.
7. The Damage Waiver Charge as specified on the Reservation Contract, is non-refundable and subject to limitations and exclusions at the discretion of Lessor. Lessor agrees to modify the terms of this contract and relieve you of the liability for accidental damage to the rented property on this contract, and for the loss due to fire, collision, windstorm, upset and riot. Excluded from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to Lessees failure to care for the rented property. If a crime has been committed, Lessee is required to inform law enforcement authorities immediately and supply Lessor with copies of all reports. Lessee also agrees to cooperate fully with Lessor should it become necessary to report loss or damage to Lessees insurance carrier.
8. Lessee will not retain the rental property beyond the Due or Return day or time without prior notice and consent of the Lessor. Lessee will pay retail price in advance or with prior agreement with Lessor immediately upon return of property. Should collection or litigation become necessary, Lessee agrees to pay all legal fees and charges to include court costs.
9. All rental charges quoted are for one-day rentals unless otherwise specified in the Reservation Contract. All rental charges are based on the property being returned in the proper containers or packaging as they were delivered. Dishes, glassware, flatware, etc. must be rinsed and free of food residue after use. Linens, lost, torn, burned, or soiled in a manner that cannot be cleaned and restored are subject to a replacement fee equal to 4 times the rental cost in addition to the rental charge.

10. Lessee represents and warrants that the rental property will only be used at the delivery location and will be not be transported or moved to another location. Lessee further acknowledges and agrees that the rental property will be easily accessible for pick up safe from weather elements and tables and chairs will be stacked neatly unless Lessee has agreed to pay additional charges for full set-up and break-down.
11. Lessee acknowledges and agrees that the condition, as well as counting and inventory of all rental property will be conducted off site by Lessor and that Lessor will deliver within 72 hours an itemized statement to Lessee identifying rental property that is missing, damaged or destroyed.
12. Delivery and pick up times are estimated but not guaranteed. Lessor will make every effort to arrive within a 30 minute window of the desired delivery and pick up times but may be affected by event location, scheduling and traffic. Lessor will contact Lessee in the event of a significant delay in arrival time. Depending upon the size of the event or the facilities, Lessor may require an extended load-in or out window. Additional charges will apply if the venue has special time requirement for delivery, set-up and breakdown and if there are impediments such as stairs or elevators.
13. There is a minimum delivery fee of \$50 – delivery charges are based on mileage from Lessors business in Hermitage, TN and are billed at \$2.50 per mile. Lessee agrees to pay additional delivery charge should more than one vehicle be needed. Delivery charges are based on normal business hours of 9:00am – 5:00pm. Additional charges will be applied for afterhours deliveries or pick-ups. Lessee further agrees that should additional labor be required to use stairs, elevators or set ups outside the normal distance for a site, additional charges will be applied.
14. Lessee agrees that should any paragraph or provision violates the law and is unenforceable, the rest of the agreement will be valid.
15. This Agreement shall be governed by and construed according to the laws of the State of Tennessee. In the event of any dispute, claim, question or disagreement arising out of or relating, either directly or indirectly related to, or references this Agreement or the breach thereof, including any tort claims then either party shall submit the dispute to binding arbitration under the rules and procedures established by the American Arbitration Association, and the decision of the arbitrator shall be binding on all Parties to this Agreement. All arbitration proceedings shall be conducted in Davidson County, Tennessee and shall be governed and interpreted pursuant to the laws of the State of Tennessee. Venue and jurisdiction for any judicial actions brought to enforce any arbitration award or order shall lie exclusively in the state courts or the federal courts of Nashville, Davidson County, Tennessee. If any action or proceeding is brought to enforce any of the obligations under this Agreement, due to a breach of any of the obligations under this Agreement or as a result of any other issues directly or indirectly related to or that references this Agreement, including any tort claims the lessor shall be entitled to recover all damages incurred as a result of such action or proceeding, including, but not limited to, costs and expenses of enforcing this agreement (whether awarded or awardable by a court or not), arbitrator's fees, arbitration expenses and reasonable attorney's fees. Notwithstanding the foregoing the Lessor in its sole, absolute, unlimited and unconditional discretion may file and action in the general session court of Davidson County, Tennessee if the amount owed to the Lessor is \$10,000.00 or less. The Lessee agrees that Lessee will not raise or assert the lack of mutuality of remedies in an action under this Agreement.

I hereby acknowledge that I have read and agree to be bound by the Terms and Conditions of this Agreement. It is hereby warranted and represented that the individual(s) signing this Agreement is authorized to do so on behalf of end use customer, be it corporation, partnership or other entity. I understand that the Lessor will charge my credit card for the deposit amount and I understand that the remaining balance will be charged 7 days prior to the event. I agree to make sure the items delivered are in fact in accordance with the items ordered on the Reservation Contract. In the event additional items are ordered by me or my representative, I agree to allow Lessor to charge my credit card for those items.

By signing this Agreement, the Lessee and affiliated associations agree to the above terms and conditions.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Company Name: _____ Phone: _____