

**LEASE TERMS AND CONDITIONS**  
**HERRIOTT'S RENTS, TENTS, & EVENTS - LESSOR**

1. Lessee acknowledges receipt of the equipment and/or articles listed and identified in lease. Both lessor and lessee have personally inspected the leased property at time of delivery to and acceptance by lessee and agree that the leased property is in good and serviceable condition.
2. Lessee acknowledges that the property is of a size, design capacity and manufacture selected by lessee. Lessor has not made and does not make any representation, warranty, or covenant, expressed or implied, with respect to the condition, quality, durability, or suitability of the property.  
Lessee agrees that in the event the leased property fails to operate properly, becomes unsafe or in a state of disrepair, lessee will immediately discontinue the use thereof and will promptly return the same to the lessor. Upon receipt of the property by the lessor, if the condition is not the fault of the lessee, lessor agrees to replace the leased property within a reasonable time, with property of like kind in good working condition.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.**

3. It is understood and agreed that this personal property is leased to the lessee and by said lessor and will be used by the lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that this equipment will not be removed from the address herein listed for use at any other address without the consent of the lessor.
4. The lessee agrees that the lessor is not the manufacturer of said leased property nor the agent of the manufacturer and that no warranty against patent or latent defects in the material, workmanship or capacity is given.
5. Lessee agrees to indemnify and hold harmless the lessor against all loss, damage, claims, actions, liabilities, expense and penalty, including attorney's fees arising from any action on account of any injury to person or property of any character occasioned by the operation, handling, or transportation of the leased property during the rental period or while the property is in the possession or control of lessee.
6. The lessee further agrees that upon the termination of this lease agreement, lessee will immediately return the rented merchandise or equipment and all attachments and parts belonging thereto to the office of Herriott's in the same condition as it was received, ordinary wear and depreciation excepted, and agrees to pay for any damage resulting to said equipment while same is in possession and under the control of lessee.
7. In the event the lessee desires to extend this lease beyond the date originally agreed upon, it is understood and agreed that the lessee will immediately notify the lessor of said desire and obtain the approval and terms for said extension.
8. Lessee further agrees 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.
9. Lessee hereby waives and releases Lessor from all claims for injuries or damages, to person or property of the lessee arising out of the use, on loading or off-loading of said property by Lessee.
10. Lessee agrees to pay rental for length of time equipment is in lessee's use whether or not actually used.

**Deposits are non-refundable or transferrable unless otherwise specified.**  
**Sub-rental of equipment to others without authorization is prohibited.**