

TERMS AND CONDITIONS OF RENTAL

1. PAYMENT TERMS: Payment arrangements are required when APR takes the rental order and confirms the date (s) specified. APR requires a minimum 50% deposit on the total balance at this time to confirm the contract. For clients without an account, a credit card is required and payment of the remaining balance due will be charged immediately following the event, as well as any other charges provided for hereunder. If the Client has a current account, the remaining balance due, as well as any other charges provided for hereunder, shall be paid in full within 15 days from the start date of the Rental Period (as defined below). APR accepts payment in cash, Amex, Visa, Mastercard and Discover. If APR does not receive payment after 15 days of the date due, APR will contact the Client regarding payment and will provide periodic statements requesting payment. If after 30 days of the date due the Client's balance still remains outstanding, any overdue amounts will accrue interest at an interest rate of 3% per month. Any unpaid account that reaches 60 days past due, will be turned over for collection and the Client agrees to pay any and all of APR's attorney's fees and other costs of collection, equipment repossession, or other enforcement if its rights hereunder.

2. TERMS OF RENTAL AND RETURN: The "Rental Period" for equipment is the period of time beginning on the date and at the time specified as "DUE OUT" and ending on the date and at the time specified as "DUE IN", typically 24 hours from Client's taking possession of the Equipment, unless otherwise specified by APR in writing. Rental charges accrue from Client's receipt of the equipment until the equipment is returned to APR. Multiple day, weekly or monthly rental rates are available upon request, with rates to be determined by APR. APR may terminate the Client's rental of the equipment at any time and repossess the equipment. Client hereby grants APR permission to enter the Client's premises to reclaim equipment. APR and its Agents will not be liable for any claims of damage or trespass arising from repossession. In addition, Client acknowledges the Client's failure to return the equipment within the contracted time, or Client's sale or concealment of equipment is strictly prohibited, and that such actions may constitute a crime. APR may notify authorities and take other appropriate action, including the filing of criminal complaints subjecting the Client to criminal prosecution. Client's right to use the equipment terminates on the expiration and due dates set forth unless extended in writing by APR. Client agrees to return the equipment to a representative of APR during APR's regular business hours. If Client returns the equipment to APR's business premises outside of APR's regular business hours, the Client remains responsible for the security and condition of the equipment until the following time and a day on which APR is open for business. If APR delivers equipment to the Client, the Client remains responsible for the security of the equipment until APR retakes possession of the equipment, even if APR retakes possession for the equipment later than the agreed time. Delivery and pickup charges are in addition to Client's rental order and are dependent upon driving distance to site, size of order, special requests, etc. Please call APR's office for rates. Since APR schedules its pick-ups and deliveries well in advance, APR will bill Client and the Client will pay for additional charges for any pick-ups that are not located in the specified pick-up area if Client has not notified APR prior to the scheduled time of pick up. APR will make every reasonable effort to accommodate the Client's special requests for any unexpected changes to the charge. APR will deliver chair and table orders stacked and placed in an area specified by the Client. At the time of pick-up, Client will have restacked the chairs and tables, and will have placed such items in a single area specified by Client. All tent rentals will have extra set up and take down charges. Please contact APR for these additional rates.

3. RESPONSIBILITY FOR EQUIPMENT: Client is responsible for the equipment from the time Client takes possession of the equipment until the equipment is returned to APR. Additionally, Client agrees to assume all risks inherent in the operation and the use of the equipment. If Client fails to return the equipment when due, or the equipment is lost, stolen, torn or damaged in any respect, regardless of fault, the Client is responsible for and agrees to pay all charges including labor and material cost to repair equipment. APR will adjust the Client's invoice to reflect any extra charges. For sanitary reasons, client shall rinse all glassware, dishes, silverware and shall place such items in the containers provided by APR. Silver items will not be rinsed in chlorine solutions. If Client returns any items which are not rinsed and/or free of debris, APR shall bill Client, and Client agrees to pay an extra cleaning. Client will shake and dry all linens prior to their return to APR. APR will charge Client an appropriate amount for any linens which are burned, torn or stained with wax.

4. ORDER CANCELLATION/MODIFICATION POLICY: If Client's rental order does not include a tent rental, Client may cancel its order and/or make changes to the order up to 48 hours before the start date of the Rental Period. APR will use reasonable efforts to make appropriate adjustments to Client's order up to that time. If Client's rental order includes a tent rental, Client must give a 14 day advance notice to cancel and/or make changes to the tent portion of the order. In the event the Client fails to give timely notice as described above, APR will bill the Client for item(s) voided, cancelled, added or deleted to Client's order regardless of whether the Client used such item(s) and Client forfeits all deposit monies in APR's possession relating to such order.

5. INSPECTION/USE OF ITEMS: Client agrees that Client is satisfied with the instructions given by APR for the proper and safe use of the equipment, or that Client is familiar with the equipment and has so informed APR. Client will personally inspect the equipment in order to determine whether it is suitable for Client's needs and that it is in good and working condition. Client further agrees that the equipment will be used only at the address designated and only for the purpose(s) for which it was made and intended, and only by persons competent in its operation. Client's subleasing of the equipment is strictly prohibited.

6. MALFUNCTIONS: If the equipment should become unsafe or stop functioning properly, Client will notify APR immediately, and until such equipment is either repaired by APR or is returned to APR, Client will take all required actions to prevent property damage or personal injury. In such event, APR will at APR's option: (i) replace equipment which failed in normal use with similar equipment; (ii) repair the equipment within a reasonable time; or (iii) adjust the rental charges. APR is not responsible for consequential damages caused by delays or otherwise.

7. WARRANTIES: APR MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. APR MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE EQUIPMENT IS SUITABLE FOR THE CLIENT'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. The Client's sole remedy for unsuitable or unsatisfactory equipment shall be APR's waiver of rental charges related to such equipment, provided that Client notifies APR that such equipment is unsuitable or unsatisfactory within one hour of Client's discovery that such equipment is unsuitable or unsatisfactory for Client's intended purposes, and the Client returns the equipment to APR within 24 hours of such discovery.

8. ACCIDENT INFORMATION: Client will immediately notify APR in the event of any accident or personal injury involving the equipment.

9. TITLE: The Client's taking possession of the equipment constitutes a "bailment for hire" and therefore title to the equipment is and shall at all times remain with APR. If the equipment is levied on for any reason, APR may take any reasonable action to retake the equipment without notice or legal process.