

ALPINE PARTY RENTALS 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 before the event, as well as any other charges provided for hereunder. If the Client has a current account, a 50% deposit is assumed with confirmation of an order, and 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, checks, 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 "RESERVED DATE" and ending on the date and at the time specified as "EVENT END DATE", 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 fee. Client will shake and dry all linens prior to their return to APR. APR will charge Client the full replacement cost for any linens which are burned, torn or stained with wax. That Client promises to hold APR LLC, dba Alpine Party Rentals harmless and free from any and all liability, of any and every nature whatsoever, arising out of the use, maintenance or return of the equipment. That Client shall indemnify and hold APR LLC, dba Alpine Party Rentals free from all damages to third persons of their property caused by Client in possessing or operating the equipment, including legal fees and cost incurred in defense of such claims. In the event of an accident or collisions involving any of the equipment, Client agrees to furnish APR LLC, dba Alpine Party Rentals with a complete report of the same, including all names and addresses of all witnesses and parties involved, and a copy of any police report, and further that the equipment will be used by the Client and/or persons herein designated, and no other person without the consent of APR LLC, dba Alpine Party Rentals.

4. Damage Waiver: Customer acknowledges that the Damage Waiver Charge (DWC) as itemized on the front side of this Contract is voluntary and is to provide for the protection and convenience of the Client. The DWC is subject to the limitations and exclusions herein. APR accepts the waiver of damage upon payment of the subject charge which will relieve Client of liability for accidental damage to the rented equipment listed on the Contract as well as losses due to fire, collision, windstorm, riot and burglary (provided there is evidence of forced entry). Expressly excluded from the damage waiver is any loss or damage due to theft (other than bag burglary), misuse or abuse, theft by conversion, intentional damage or destruction, mysterious disappearance or other loss due to your failure to care for the rental equipment as a reasonable person would with his own property. In addition, if Client had insurance coverage for loss or damage to rental property, Client shall exercise and shall grant APR the right to exercise all of Client's rights to obtain recovery under said insurance coverages and shall cooperate with APR to obtain such insurance recovery hereby by assigning any right or interest in said insurance proceeds to APR.

5. Order CANCELLATION/MODIFICATION POLICY: If Client's rental order includes equipment, tenting, or special order items, Client must give a 30 day advance notice to cancel and/or make changes to this portion of the order. If the Client's order does not include equipment, tenting, or special order items, Client may cancel its order up to 7 days prior, 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. 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.

6. 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.

7. MALFUNCTIONS: If the equipment should become unsafe or stop functioning properly, Client will notify APR immediately, or within 30 minutes of occurrence or no refund or allowance will be made. 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.

8. WARRANTIES: APR makes no warranties of merchantability or fitness for 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 thirty minutes 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.

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

10. 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.

ADDITIONAL TENT RENTAL CONDITIONS

11. WEATHER RELATED RISKS: Client assumes all weather related risks involved in holding an outdoor tented event. Client is responsible for all permits and licenses; for property and people in and around tents and canopies as tents and canopies are not weatherproof (wind, snow, hail, lighting, etc). APR will endeavor to minimize said risk; however, should the tenting become unsafe due to high wind, snow, rain, flooding, extreme cold or heat, or any other weather related factors beyond APR's control, Client shall still be liable for payment in full of all charges. IN THE EVENT OF ADVERSE WEATHER CONDITIONS, IT IS THE CLIENT'S RESPONSIBILITY TO EVACUATE ALL TENTS AND CANOPIES FOR SAFETY PURPOSES.

12. PREPARATION OF SITE: Client agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of APR's employees. Client is responsible for clearly marking underground utilities and/or sprinklers and /or etc; for tent, canopy (other equipment) security; and for all site preparation. Customer further agrees to have all tents cleared for removal prior to APR's employees' return. All other non-leased equipment, fixtures and decorations shall be cleared and removed from erection site. If Client fails to do so, then Client shall pay all costs related to delays, additional rentals, or other costs.

13. MATERIAL: All tents are subject to stretching and retracting of up to 5% of listed sizes, and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures only.

14. COOKING UNDER TENTS: Client agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and/or cleaning expense to tent tops due to cooking conducted under or near tents.

15. ELECTRICAL POWER AND LIGHTING: Client agrees to furnish APR access to, and the right to use the Client's electrical, power and water lines for the installation and operation of the equipment.

16. TENT STAKING: Client shall provide a suitable surface for the erection of any tents rented. Client assumes all risk and liability for holes, cracks, or other damage to concrete, asphalt, or any other surface or subsurface upon which a rented tent or other structure has been erected. APR does not recommend the use of water barrels or cement weights as anchors for any temporary structure and client agrees to assume all liabilities that may arise from the use of water barrels and/or cement weights as anchors.

I have read and understand the terms and conditions stated above.

Signed _____

Date _____