

# CE Rental Agreement Terms and Conditions

1. **Customer definition:** “Customer” shall mean the named customer on the agreement, their agent(s), representative(s) or employee(s).
2. **Acknowledgement and acceptance:** Customer acknowledges the CE Rental Agreement is subject to the terms and conditions available on request at our sales office at 4300 Craftsman Drive, Raleigh, NC 27609. Acceptance and use of rental items is acceptance of the terms and conditions herein.
3. **Purpose and time of rental:** CE Rental rents to the customer identified on the rental agreement the personal property described therein for the purpose, event, or the period specified. Time is the essence of the rental agreement. The customer’s right to possession begins and ends on dates specified on the rental agreement. If Rental Items are being delivered, the rental period begins on the date of delivery and end on the date that CE Rental picks up the items. If Rental Items are will called by the Client, the rental period begins on the date of Client pick up and ends on the date of return as stated on the contract. Any extension of the time of the agreement must be agreed upon by CE Rental. Retention of Rental Items after the specified return date is a material breach of the rental agreement and may be subject to increased pricing.
4. **Inspection, acceptance and possession:** Customer is responsible to verify the receipt and acceptability of all rental items provided and the immediate notification of CE Rental at 919-833-9743 of any defective Rental Items, missing Rental Items, or quantity discrepancy. All Rental Items shall be the sole responsibility of the customer during their possession.
5. **Rental possession and return:** All rental items, accessories, carts, racks, crates, bins, bags, tubs, tanks, and containers are to be secured while in customer possession and returned to CE Rental or made available for CE Rental pickup within the time frame of the rental agreement.
6. **Unused rental items refunds:** No refund of rental charges will be given for unused rental items.
7. **Safe and proper use:** Customer is responsible for the safe and proper use of rental items and transport devices/containers as well as their care and protection from rain, fire, damage, unauthorized use, misuse, theft, or mishandling. Customer shall discontinue use of any and all rental items that become unsafe or in disrepair during use and immediately notify CE Rental of such action if CE Rental assistance is required. Customer shall hold CE Rental harmless from any claim or liability whatsoever resulting from or rising out of such action(s).
8. **Lost, stolen or damaged items:** All Rental Items must be kept secure and protected from water damage (e.g., rain, flood, or irrigation systems) before, during and after the event. Additional charges shall be made for the full replacement or repair of lost, stolen, vandalized, or damaged rental items, containers and transport devices. All returned product is subject to CE Rental inspection for damage and replacement fees, excepting normal wear.
9. **Payment:** Payment of rental agreement is due prior to customer will call or delivery unless an On Account agreement is in place. On Account payment must be paid in full in accordance to the agreed upon terms of the Account. Additional charges for loss or damage assessed on return of Rental Items shall be Clients responsibility if not covered by or exceeds damage waiver. Future rental agreements may be restricted or denied until accounts are paid to current status. All returned checks shall incur an additional \$35 processing fee.
10. **Cancellation:** Except for a cancellation for a default by CE Rental, upon any cancellation of an accepted Complete Order or Contract Line Item, Client shall be responsible for the cancellation fees specified in the Order. If no additional cancellation fees are specified in the order, the following cancellation fees shall apply: (i) Orders or Line Items decreased or removed within 10% of the original contracted amount within 30 days of delivery date, 25% of Original Reservation total; (ii) Orders or Line Items decreased or removed within 10% of the original contracted amount less than (5) business days prior to Event, but before loaded for delivery, 50% of Original Reservation total; and (iii) Orders or Line Items decreased or removed within 10% of the original contracted amount after being loaded on a truck, or at or after the specified pickup (“install”) time for “will call” orders, 100% of the Reservation total. Tent cancellation policies are located in section 15 of this Agreement.
11. **Damage Waiver:** A damage waiver fee covers charges for incidental losses such as a few missing items or repairable damage on Rental Items listed as china, glassware, flatware, napkins, or linens. The damage waiver is not insurance and only applies to Rental Items listed in the categories above. Gross damage, misuse, theft, vandalism, negligence or large losses are not covered by damage waiver. Tables, Chairs, Cooking Equipment, Buffet Equipment, Tents, Tent Accessories, Lighting, Staging, Draping, and any other Misc Rental Items are subject to full replacement cost as well as any associated freight fees.
12. **Collection:** Customer agrees to pay all reasonable collection costs, attorney fees, court costs or any other expenses incurred by CE Rental or its representative(s) to enforce the terms and conditions of the rental agreement contract including

collection of balances and penalties owed.

13. **Access:** If CE Rental is delivering or installing Rental items, Client shall be responsible to (a) provide or obtain access to the Event location and areas required for CE Rental to unload, stage, and install the Rental Items; (b) endure all Rental Items will fit into the venue, including doors, elevators, and stairwells; (c) coordinate the work of CE Rental with the work of others to avoid undue delay in CE Rental's ability to perform Services and install and remove the Rental items in a timely and efficient manner; (d) ensure a safe, clear path of ingress and egress and if applicable, installation of the Rental items; and (e) unless installation or "set up" is included in the order, fold and stack the Rental Items, rinse and re-rack all dishes and glassware, place all flatware into containers provided on delivery, remove all food and/or liquid from catering and cooking equipment, place all linens/napkins into bins/bags provided and return all Rental Items to the original delivery location for CE Rental to pick-up.

14. **Client Contracts:** Any contract requirements imposed by Client or any venue must be provided for CE Rental's review and approval no less than fourteen (14) business days in advance of the delivery/install date. It is the Client's responsibility to timely provide for CE Rental's review and approval any Client or venue PO, non-disclosure, hold harmless, or other agreement.

15. **Tents:** If the Rental Items include tents:

a. A 50% non-refundable deposit is required on all tenting contracts and is reflective of the signed contract amount.

b. Client shall be responsible for locating underground utilities and other structures, providing CE Rental with a diagram showing the location thereof, and for any damage resulting from CE Rental encountering unmarked underground utilities or structures.

Tents are designed to be secured using stakes or, for asphalt or concrete surfaces, concrete anchors, blocks, or filled water barrels. Client accepts full responsibility, and shall indemnify, defend and hold CE Rental harmless, from and against any claims or damage to persons or property resulting from Client requesting any tent be installed and secured in any other manner. CE Rental is not responsible for repairing asphalt or concrete surfaces damaged in connection with the normal installation process.

c. In some cases a site visit may need to be performed by a CE Rental Tent Specialist for the following reason(s); to ensure a tent of various size can fit in allotted space safely, to assess distance from truck to tent installation

site, to determine what anchoring option should best be used for application, and any other details associated with the tent installation or strike.

d. Client agrees (i) prior to the time CE Rental is scheduled to arrive for installation, to clearly mark the exact location of the tent and have the installation area cleared; (ii) to have a representative present at the time of the tent erection; and (iii) to have the contents of the tent, other than Rental Items being picked up by CE Rental, cleared out before the date the tent is to be taken down. In order to install and takedown a tent, CE Rental must have clear unobstructed space that is larger than the tent by at least 10 feet on each side and end of tent, Client shall be responsible for additional charges for any delay incurred, or additional labor, resulting from Client's failure to prepare the installation site in accordance with these specifications or CE Rental being required to relocate any tent which was installed according to Client's original instructions.

e. Tents are rented on an "AS IS" basis. Although the canvas and vinyl fabrics of the tents have been treated for water repellency, CE Rental disclaims any guarantee or warranty as to the effectiveness of such treatment, or that the fabric of such items will not stretch, shrink, crack, fade, tear, or leak.

f. From the time CE Rentals crew leaves after installing the tent, Client shall maintain the tent(s) in good condition. Client shall make no alterations to any tent without CE Rentals' prior written permission. Signs or banners shall not be affixed to the tent top or walls and may be hung only from "D" rings or wall rope on the side valance of the tent, or from ropes strung between poles. DO NOT USE TAPE ON TENT TOPS OR SIDES. Client shall not allow cooking, fire, or any combustible materials under or within twenty (20) feet of the tent unless such items were included in the Rental Items and were installed by CE Rental. Any such cooking, fire, or combustible materials included in the Rental Items are not moved from locations in which they were installed by CE Rental.

g. Tents are temporary structures and will not withstand strong wind, rain, lightening, earthquake, or other conditions. Do not seek shelter in tents in severe weather conditions. A tent is installed in a safe manner and may become unsafe due to such conditions. Client has responsibility to monitor weather and other conditions, especially wind, and bears all responsibility for the safety of persons and property and the decision whether or not to evacuate the tent and tent areas. Client is responsible for developing an evacuation plan for tents and Client should ensure its on-site personnel are thoroughly familiar with tent evacuation procedure. In the event of a predicted or actual extreme weather events, CE Rental may decline to install, or may dismantle, any equipment, for the safety of CE Rental's and Client personnel, Event attendees and others.

- h. Final confirmation of Tent Reservations is due ten (10) business days prior to install date and includes anchoring confirmation, accepted/provided diagrams, placement, and install/strike dates and times. Tents may be added to the contract but not removed after final confirmation. Changes in tent size and tent kit removal will be subject to the cancellation policy listed in section (10). Additions made within ten (10) business days cannot be guaranteed and are based on inventory and scheduling availability.
16. **Weather Events:** CE Rental will use commercially reasonable efforts to minimize weather related risks of any outdoor Event. However, should any appropriately installed Rental Items become unusable after delivery to the Event due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond CE Rental's control, Client shall be still be liable for payment in full of all charges. At Client's request, subject to availability, CE Rental will attempt to repair, reinstall, or replace any properly installed Rental Items due to weather events and Client shall pay CE Rental's actual cost in connection therewith plus an administrative cost of twenty percent (20%). If there is forecasted to occur during installation extreme weather, CE Rental may decline to install the Rental Items for the safety of CE Rental workers and others.
17. **Delivery / pickup premiums:** Difficult and restricted access conditions caused by stairs, elevators, hills, pathways, low or narrow clearances, locked gates / doors / passages, limited access time(s), obstructed or blocked passage, security restrictions, vehicle blockage, guard animals blockage, alarms, etc. shall incur additional fees resulting from additional labor cost on deliveries or pickups.
18. **Customer Will Call:** Client assumes all responsibility for loading and unloading of Rental Items in any customer provided vehicle and shall hold CE Rental harmless for any property damage or personal injury from CE Rental assistance under the direction of the customer. Client is responsible for transporting all Rental Items in a covered vehicle with proper straps, ropes, ratchets, etc to secure Rental Items.
19. **Moving non-rental items by CE Rental:** CE Rental is not liable for any damage arising from customer-requested moving of non-rental items, including, but not limited to, furniture, vehicles, plants, lights, decorative items, etc. or for Rental Items placed in risk prone areas not previously identified and agreed to.
20. **Point of use provisions and lawful compliance:** Customer shall be responsible for sufficient electrical requirements of rental equipment or fire safety & permits of open flame equipment. Customer agrees at their sole cost to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items for the rental period. Customer is responsible for all needed licenses and permits.
21. **Assumption of risk:** Customer assumes the risk of use of all Rental Items and holds CE Rental harmless for property damage and personal injuries associated with the Rental Items. Customer shall indemnify and hold CE Rental harmless from third party claims of loss, injury or damage to their persons or property arising from the customer's possession or use including legal cost if defense of such claims.
22. **Repossession & recovery of rental items:** Upon failure to return rental items and/or breach of the terms and conditions of the rental agreement, CE Rental shall have the right to terminate the rental agreement and recover rental items from wherever they are without further notice or legal process. CE Rental and its agents shall not be liable for claims for damage or trespass arising from the removal of the agreement's rental items.
23. **Warranties:** There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the Rental Items are suited to the customer's intended use or that they are free from defects.
24. **Disclaimer of manufacturer:** The customer understands and agrees that CE Rental is neither the manufacturer nor agent of the manufacturer.
25. **Force Majeure:** CE Rental's performance under this Agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, riots, accidents, natural disasters and other Acts of God, and governmental mandates beyond CE Rental's control. In such event, CE Rental will promptly notify Client of such conditions. At Client's request, CE Rental will use reasonable efforts to provide substitute Rental Items and Services subject to each party's written approval of the substitute Rental Items and Services and Rental Prices and Fees.