

RENTAL TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "GLM Wedding & Event Rentals" shall mean GLM Wedding & Event Rentals, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. THE CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS GLM Wedding & Event Rental FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER, CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GLM Weddings & Event Rentals.
2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. THE CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE GLM Weddings & Event Rentals FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST GLM Weddings & Event Rentals WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. TITLE AND OWNERSHIP. The items rented shall at all times be and remain the sole and exclusive property of GLM Weddings & Event Rentals. Customers shall have only the right to use the rental items in accordance with the terms of this agreement. GLM Weddings & Event Rentals shall have the right to display notice of its ownership of the rental items by the display of an identifying stencil, plate, or other markings, and Customer agrees that it will not remove or cover such markings without the written permission of GLM Weddings & Event Rentals. It is expressly intended and agreed that the rental items shall be personal property even though they may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of GLM Weddings & Event Rentals.
4. INSPECTION. The customer acknowledges that he has had an opportunity to personally inspect and count the rental items and finds items suitable for his needs and in good condition. The customer understands its proper use. The customer further acknowledges responsibility to inspect the rental items prior to their use and to notify GLM Weddings & Event Rentals of any defects or discrepancies before use.
5. REPLACEMENT OF MALFUNCTIONING ITEMS. If the rental items become unsafe or in disrepair for any reason, the Customer agrees to discontinue their use and to notify GLM Weddings & Event Rentals immediately. GLM Weddings & Event Rentals will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. GLM Weddings & Event Rentals is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.
6. WARRANTIES. GLM Weddings & Event Rentals is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by the customer.
7. HOLD HARMLESS AGREEMENT. Customer shall defend, indemnify and hold harmless GLM Weddings & Event Rentals, its employees, agents, and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by GLM Weddings & Event Rentals in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
8. TIME OF RETURN. The customer's right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of the Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at GLM Weddings & Event Rentals' election be mutually agreed upon in writing.
9. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS. GLM Weddings & Event Rentals may assign its right under this contract without the Customer's consent but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the GLM Weddings and Event Rentals written permission. Any purported assignment by the Customer is void.
10. RETURN OF RENTAL ITEMS. At the termination of this agreement, Customer shall return all the rental items to GLM Weddings & Event Rentals' premises during GLM Weddings & Event Rentals' regular business hours, in condition and repair as when delivered or given to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within GLM Weddings & Event Rentals' regular business hours. If GLM Weddings & Event Rentals' has agreed to deliver the

Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by GLM Weddings & Event Rentals.

11. INSPECTION BY GLM Weddings & Event Rentals. GLM Weddings & Event Rentals shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

12. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS. The customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in unsafe manner. The customer agrees at his sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances, and regulations which may apply to the use of the rental items during the rental period. The customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. The customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. GLM Weddings & Event Rentals may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to GLM Weddings & Event Rentals or its subcontractors. The customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items or use the rental items. The customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without GLM Weddings & Event Rentals' prior written permission; or, allow a lien to be placed upon the rental items. The customer agrees to immediately discontinue use and notify GLM Weddings & Event Rentals when rental items are found to need repair or maintenance or is not properly functioning. The customer acknowledges that GLM Weddings & Event Rentals has no responsibility to inspect the rental items while they are in Customer's possession.

13. DELIVERY/PICK UP. Delivery is made to the closest point truck can park. Extra charges will result in deliveries upstairs, elevator use, or any point where extra time is involved. Our service does not include set up and knockdown of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables, and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one-day rental. A knockdown fee will result if rental items are still up.

14. CLEANING. All equipment including China, Glassware, and Flatware must be returned rinsed, and repacked properly in provided containers or additional charges will be assessed. The customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty.

15. LINENS. Table linens are inspected prior to pick up and upon return. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - mildew will result. If there is obvious damage such as mildew, excessive stains, burns, or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

16. DAMAGED ITEMS. The customer agrees to pay for any damage to rental items regardless of cause, including any damage caused by a weather-related incident, while rental items are out of possession of GLM Weddings & Event Rentals. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by GLM Weddings & Event Rentals, or at GLM Weddings & Event Rentals' option by others.

17. DAMAGE WAIVER. If accepted by Customer, GLM Weddings & Event Rentals agrees, in consideration of an additional charge of 12% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 [Damaged Equipment]. For Damage Waiver Charge provided the Customer takes reasonable precautions to protect rental items. GLM Weddings & Event Rentals assumes the risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage, or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if the damage is caused by a third party not associated or related to Customer. In this instance, GLM Weddings & Event Rentals reserves the right to collect from the person or company causing damage. THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER THE DAMAGE WAIVER PLAN.

18. THEFT OF RENTAL ITEMS. The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

19. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for GLM Weddings & Event Rentals to retake the rental items, Customer authorizes GLM Weddings & Event Rentals to retake the rental items without further notice or further legal process and agrees that GLM Weddings & Event Rentals shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

20. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

21. WEATHER-RELATED RISKS. The customer assumes all weather-related risks involved in holding an outdoor tented event. GLM Weddings & Event Rentals will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, and rain, flooding, extreme cold or heat, or any other factor beyond GLM Weddings & Event Rentals' control, Customer shall still be liable for payment in full of all charges.
22. PREPARATION OF SITE. The customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of GLM Weddings & Event Rentals' work crew. The customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from the site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expenses.
23. 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.
24. COOKING UNDERTENTS. The customer agrees not to do any type of cooking under or within a reasonable distance of the tent. The customer assumes full responsibility and costs incurred for damage and or cleaning expenses to tent tops due to cooking processes under or near tents.
25. ELECTRIC POWER AND LIGHTING. The customer agrees to furnish GLM Weddings & Event Rentals access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.
26. UNDERGROUND FACILITIES. The customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of GLM Weddings & Event Rentals' work crews. The customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, the Customer must call one week prior to installation.
27. CREDIT CARDS. GLM Weddings & Event Rentals does not accept third-party credit cards.
28. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of GLM Weddings & Event Rentals to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of GLM Weddings & Event Rentals' right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.