TERMS AND CONDITIONS

1. TITLE. The rented property shall at all times be and remain the sole and exclusive property of Aardvark's Party Supplies & Rentals, LLC. You shall only have the rights to use the equipment in accordance with the terms of this agreement. We shall have the right to display notice of Our ownership of the rented property by display of an identifying stencil, plate or other marking and You agree not to remove or cover such markings without Our permission.

2. INSPECTION. You acknowledge that You have examined the rented property prior to taking possession and that they are in good working condition, except for any defect specifically noted on this Rental Contract, and determined that it is suitable for Your needs.

3. DISCLAIMER OF WARRANTIES. We are not the manufacturer of the rented property nor are We the agent of the manufacturer and We make no warranty against interference, merchantability or fitness for any particular purpose. There is no warranty or representation that the rented property is fit for Your particular use, or that it is free from latent defects. There are no warranties which extend beyond the face of this agreement. We will not be responsible to You or to any third party for any loss, damage, or injury resulting from use of, or any failure of, the rented item. We will not be responsible for any defect or failure of the rented property unknown to Us. Your sole remedy for any failure of or defect in the rented property is termination of the rental charges at the time of failure, provided that You notify Us immediately of such failure and return the rented item to Us within twenty-four hours of such failure.

4. HOLD HARMLESS AND INDEMNITY. You assume all risks inherent in the operation and use of the rented property by You and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnify, and hold Us harmless from, and release Us from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or Your possession of the rented property, irrespective of any cause claimed or found other than Our gross negligence

5. ASSUMPTION OF RISK/RELEASE OF LIABILITY. You are fully aware and acknowledge that there is a risk of injury or damage arising out of the use or operation of the rented property, and voluntarily elect to enter into this Rental Contract and assume all of the risks of injury or damage. You agree to release and discharge Us from any and all responsibility or liability from such injury or property damage arising out of the use or operation of the rental property during the rental period. You further agree to waive, release and discharge any and all claims for injury or damage against Us which You may be otherwise entitled to assert.

6. CARE OF EQUIPMENT. You are responsible for the rented property and assume the entire risk of all loss or damage, regardless of cause, with respect to the rented property, reasonable wear and tear excepted. Accrued rental charges may not be applied against the purchase or replacement of damaged, lost or stolen rental property. Rental property, unreturned when due or damaged beyond repair, must be paid for by You at its full current replacement cost, including all shipping and handling charges. The cost of repairs will be borne by You whether performed by Us or, at Our option, by another. You also agree to pay a reasonable cleaning charge for rented property returned dirty. You agree to pay Us for the above stated losses, charges and costs immediately upon receipt of invoice.

7. EQUIPMENT FAILURE. If at any time the rented property malfunctions or becomes unsafe or in a state of disrepair, You agree to immediately discontinue the use of such rented property and notify Us. Failure to notify Us in a timely manner (within one hour or less) will result in Your being charged for all time out. We agree, in Our discretion, to: (1) repair the rented property within a reasonable time; (2) provide You with like rental property, if available; (3) make like rental property available to You at another time (if acceptable to You); or (4) adjust the rental charge. This provision does not relieve You from Your other obligations under this Rental Contract.

8. RETURN OF RENTED PROPERTY. You agree to return the rented property by the agreed return date in the same condition as when the rented property was received, ordinary wear and tear excepted. You shall be liable for all damages to or loss of the rented property and liability incurred prior to return. You shall also be responsible for all costs incurred by Us in recovering and returning damaged rental property to Our premises. If rented property is to be picked up by Us, You agree to provide a secure storage location and accept all risks relative to the stored rented property for a reasonable period of time until We pick up the rented property.

9. LATE RETURN. If You do not return the rented property prior to expiration of the rental period, and during Our regular business hours, the rental rate shall continue until the rental property is returned.

10. FAILURE TO RETURN DURING BUSINESS HOURS. In the event the rented property is returned to Our premises at a time not during Our regular business hours, You agree to pay for any damage to or loss of the rented property occurring between the time of return and the commencement of Our next business day.

11. DISCLAIMER – INSTRUCTIONS. You acknowledge receiving a copy of the instructions provided by the Original Equipment Manufacturer (OEM) as well as any supplemental instructions prepared and offered by Us. You agree to resolve any variances between Our instructions and those provided by the OEM in favor of the OEM's instructions. You further agree to hold Us harmless and release Us from any and all claims for damage to property or bodily injury (including death), or loss of time or inconvenience, resulting from Your use or operation of the Equipment based on any instructions other than those provided by the OEM.

12. RECEIPT OF RENTAL EQUIPMENT. You acknowledge receipt of: (i) the rental property listed in this agreement in good working order and repair; and (ii) instructions on their safe use and proper operation.

13. COLLECTION COSTS. You agree to pay all reasonable costs of collection, including court costs, attorneys' fees and other actual expenses incurred by Us in the collection of the charges due under this Rental Contract, or in the retaking of the rented property or in other enforcement of the terms of this Rental Contract.

14. DAMAGE WAIVER. A seven percent (7%) non-refundable damage waiver charge is applied to the cost of all rental equipment. This charge is to cover minor repairable damage and is not to be considered or in any way construed as insurance. Minor damage is defined as damage that can be repaired for an amount less than seven percent (7%) of the equipment's rental fee. This damage waiver does not apply to: (a) Loss of accessory equipment, such as, but not limited to electric cords, storage containers, carts, crates, boxes, cartons, racks, straps, dollies, chair covers or chair pallets. (b) Damage due to Your neglect or misuse. (c) Loss by willful neglect or abuse, theft, mysterious or unexplained disappearance, or shortages disclosed on inventory.

15. DELIVERY AND PICKUP. Delivery and pickup is a tailgate service only. We will pull Our delivery vehicle as close to Your event as possible and unload the equipment at that point. Pickup will be made from the same point. Delivery and pickup is made during regular business hours of Our store. Additional fees will be charged for delivery and pickup times outside of Our regular business hours; delivery and pickup to floors other than the ground level or difficult access areas and specific time delivery and or pickup. Chairs and tables will be delivered stacked and/or bagged and they must be stacked and bagged by You for Our pickup.

16. SETUP/TEARDOWN. Our rental fee does not include the setup or teardown of rented equipment unless specifically stated as such in Our catalog found on our website. Setup and teardown is available for an additional charge. Rental equipment that has not previously been scheduled to be setup or torn down will be charged Our normal setup/teardown charges if We are requested to do so upon delivery or pickup. If We arrive on the scheduled pickup day to find Our rental equipment not properly prepared for Our collection, You agree that You are requesting us to teardown the rental equipment and make the necessary additional charges.

17. CANCELLATIONS. You must cancel Your rental four weeks prior to the delivery date to avoid a cancellation charge. If You cancel within four weeks of the delivery date, You agree to pay a cancellation fee equal to 25% of the total rental charges. If You cancel less than seven days prior to the delivery date, You agree to pay 100% of the total rental charges.

18. PREPARATION OF SITE. You agree to have the site upon which the rental equipment is to be erected free and clear from all obstacles, either natural or artificial, prior to the arrival of Our employees. You agree to have any tenting cleared out for removal prior to Our arrival. All non-rented equipment and/or decorations must be cleared from any tenting and removed from site. If You fail to remove said obstacles, non-rented equipment and/or decorations, You agree to pay actual costs incurred by Us including but not limited to delay costs, additional renting charges and costs associated with collection and legal expense.

19. PAYMENT. Full payment is due no later than the day We release the rented property to You unless You have an established account with Us. Payment shall be made by cash, check, cashier's check, money order, VISA, MASTERCARD, AMERICAN EXPRESS, or DISCOVER credit card.

20. LATE PAYMENT CHARGE. You agree to pay Us all rental charges promptly when due and to pay a late payment charge of 2½ % per month (ANNUAL PERCENTAGE OF 30%) plus $35.00 on any past due, unpaid balance of the rental charges.

21. SEVERABILITY. Should any provision of this Rental Contract be held invalid or unenforceable, the remainder of the provisions shall not be affected but given full effect without regard to the invalid or unenforceable portions.