

Additional Terms and Conditions of This Contract

1. **WARRANTY DISCLAIMER:** Alexander Rentals (APR) makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied.
2. **USE:** Customer agrees that items are rented for the exclusive use of Customer at the delivery location and that no rented item shall be sublet, assigned or removed for the location at which Customer represented it was to be used, except with previous written consent of APR. Customer agrees to return the items by the date specified on the face of this contract or on demand by APR. If the customer for any reason wishes to extend said rent period, customer shall immediately inform APR and obtain APR's express written consent to such extension.
3. **RENTAL PERIOD:** Rental begins when items are delivered to Customer and continues until items are picked up by APR or returned to renting location. No allowance will be made for holidays, time in transit, or any period of time the equipment may not be in actual use while in Customer's possession.
4. **COMPLIANCE WITH LAW AND SAFETY REGULATIONS:** As APR has no control over the use of rented items by Customer, Customer agrees at its sole expense to comply with all Federal, State and Health Administration Act (OSHA) laws and regulations. Customer hereby agrees to indemnify and hold APR harmless from any liability or expense, including attorneys fees, resulting from any actual or alleged violations of such laws, regulations and ordinances. Customer agrees to obtain all necessary permits, licenses and other governmental consents.
5. **LIABILITY FOR DAMAGE TO EQUIPMENT, PERSONS and PROPERTY:** As APR has no control over the use of rented items by Customer, Customer agrees to indemnify and hold APR harmless from any claims of third parties for loss, injury and damage to person or property arising out of Customer's possessions, use, maintenance or return of equipment, including legal costs incurred in defense of such claims. Customer agrees to pay for any and all damage or loss to rented items, to hold APR harmless from any loss, damage or injury suffered in connection with Customer's use, operation, possession or transportation of rented items and to keep rented items locked and guarded when not in use. APR will charge the credit card on file for all damage and replacement fees unless otherwise arranged in advance.
6. **TERMINATION:** Customer may terminate this agreement at any time by returning all rented items as provided below and paying all charges due to APR including a minimum rental charge. If applicable, APR may terminate this agreement at any time by written notice to Customer and/or by retaking the equipment as provided below
7. **RETURN OF EQUIPMENT:** Customer agrees to return all rented items to the renting location during APR regular business hours in the same condition and repair as when delivered, subject only to reasonable wear and tear. Customer agrees to pay for any damage to or loss of the equipment occurring because it was not returned within APR regular business hours.
8. **RETAKE OF EQUIPMENT:** If Customer fails to return items by the date specified, to pay within terms or provide adequate protection from loss or damage, as determined by APR, Customer agrees that APR and its agents may take all action reasonably necessary to retake the rented items without prior notice or legal process.
9. **ATTORNEYS FEES:** Customer agrees to pay all reasonable attorney fees and court costs incurred by APR in enforcing these terms and conditions.
10. **STOLEN PROPERTY:** If customer fails to return the equipment within two days of the return date specified on the face of this contract, such equipment shall be considered stolen. In that event, customer may be prosecuted in accordance with Washington Criminal Law.
11. **REPAIRS:** If any equipment becomes unsafe, overheated, or for any reason unusable for its intended purpose, Customer shall immediately discontinue using such equipment and notify APR of the condition of said equipment. If said equipment for any reason needs repair for does not function properly, Customer agrees to return all such equipment to APR premise for repair. Continued use of damaged, defective or otherwise compromised equipment constitutes gross negligence and any resultant loss, injury or other liability are solely the responsibility of the customer.
12. **LOSS SHORTAGES & DAMAGES:** Will result in a replacement charge. Please note that all carts and containers used to ship and process your order must be returned to avoid additional charges.
13. **RESPONSIBILITY:** If the Customer has a person acting on their behalf (i.e. Event facility representative, the best man, event planner or other agent) that signs for the rental items on the delivery, the Customer and the signatory both are responsible contractually for payment and for damages or shortages.
14. **WEATHER RELATED RISKS:** Tents are temporary structures and are NOT inclement weather shelter and could possibly collapse during a severe rain, snow or windstorm. Evacuation of tents in high winds excess of 30 mph, heavy snows, or extreme lightning is recommended. You agree that in the event of a predicted or actual storm or excessive winds, we may dismantle any previously installed rented tents and related items to ensure the safety of all persons involved. You assume all weather related risks involved in holding an outdoor tented event.
15. **RAIN AND SNOW LOADS AND FREEZING:** The Customer agrees that he/she is solely responsible for all damage and liability arising from snow loads, excessive rain or freezing. Accumulations of rain, snow and ice provide a danger to occupants and can result in possible tent collapse. It is the customer's responsibility to remove accumulating snow, rain or ice from the surface of the canopy, or inform Alexander Party Rentals of these conditions and contract APR to come out and remove them at customer's expense.
16. **CONCRETE/WATER WEIGHTS:** It is recommended that tents are secured by staking into the ground. When staking is not possible and the customer elects to have the tent secured by concrete or water weights, the customer agrees that he/she is solely responsible for all damage and liability arising from the tent installation (if installed by APR) in winds above 30 miles an hour.
17. **TENT STAKING :** It is the customer's responsibility to locate and inform our staff of the location of all underground

utilities before tent staking. The customer agrees that it is solely responsible for all damages and liability related to underground utilities as a result of staking. Alexander Party Rentals assumes no liability for holes, cracks or other damage to concrete, asphalt or any other surface on which a rented structure has been erected and staked. The customer is responsible for filling holes and repairing all staked surfaces. At customer's request, APR will fill holes and repair holes at an additional charge per hole based on the surface. APR makes no warranty that the surface will be restored to its original condition.

18. **LEG POLES LEFT OUT:** When the Customer elects to have leg poles left out, it is the customer's responsibility to reinstall the leg with tie off if winds come up. The customer agrees that it is solely responsible for all damages and liability due to leaving leg poles out.

19. **WOOD FLOORS, DECKS AND OTHER MARK-ABLE SURFACES:** APR will not be held responsible for any damage which may occur due to the transit over or placement of rental equipment on wood floors, decks or other mark-able surfaces.

20. **CUSTOMER INSTALLED TENTS AND STAGING:** When the Customer elects to install tents and staging himself, he agrees to indemnify, defend and hold harmless APR from all claims, actions, liabilities and proceeding arising, permitted or suffered by the customer or third parties.

21. **STAGING SAFETY RAILS:** The Customer acknowledges that safety rails are available and that it is his/her election to have them installed or not. The customer agrees that he/she is solely responsible for all damage and liability arising from staging installation where safety rails are not used.