

## NOEL LESLEY CONTRACT TERMS & AGREEMENT

1. Noel Lesley Event Services, Inc., DBA Noel Lesley (“Lessor”), and \_\_\_\_\_ (“Lessee”) agree that this Contract constitutes the entire agreement between the parties regarding the leasing of the Property and no other representations or statements, whether oral or written, shall be binding upon Lessor or Lessee. This Contract shall not be amended, altered or modified except by written agreement signed by both Lessor and Lessee.

2. All quotes are valid for 30 days from the Order Date on the Quote. Quotes are confirmed upon receipt of the signed Quote and signed Agreement and a 50% deposit. Confirmation reserves the quoted equipment and event dates. The balance will be invoiced and is due at the close of the event. Long term rentals will be pre-billed one month in advance. Long term rentals include all rentals that exceed one month. Confirmed Quotes canceled by Lessee less than 7 days prior to the delivery or pick up date are subject to a cancellation fee equal to the full Quote amount. Confirmed Quotes canceled by Lessee 8 to 29 days prior to the delivery or pickup date are subject to a cancellation fee equal to 50% of the full Quote amount. Confirmed Quotes canceled by Lessee 30 days or more prior to the delivery or pickup date are subject to a cancellation fee equal to 25% of the full Quote amount. Lessor may cancel this agreement in writing to Lessee at any time five (5) days prior to delivery or pickup without penalty.

3. A Visa, MasterCard, American Express or Discover card number is required at the time of order. The card will be charged for the balance including any applicable late fees if the balance is not paid within the invoice terms. All credit/debit card payments will be charged a 3% processing fee.

4. If the Lessee is not onsite at the time of delivery/pickup, they agree to the equipment quantities/condition as stated in final invoice. Any equipment missing/damaged at the time of pickup/return will be billed to the Lessee. Subsequent changes in site conditions may affect our ability to provide requested equipment at quoted rates. By signing this quote/agreement, the Lessee accepts full responsibility for all rental equipment from the time it is delivered/picked-up until pickup/return and all terms included in the Quote/Agreement. Rental items are charged for time out of inventory, not for use. No refunds are given for items that were not used during the event.

5. Lessee will acknowledge receipt of the described rental property (the “Property”) upon installation. Lessee acknowledges and agrees that any additional equipment ordered and/or changed, or additional services ordered on site which were not included in the signed Quote will be added to the Lessee’s final invoice. Lessee will examine the Property at the time of delivery and acknowledge that the Property was in good and serviceable condition and Lessee accepts the Property in its existing, “AS IS,” condition.

6. **DISCLAIMER OF WARRANTIES.** Due to the varied uses of our products LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PROPERTY’S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Lessee’s exclusive remedy for any failure of or defect in the Property shall be the termination of the rental charges following the time of failure, provided Lessor is immediately notified of such failure. Lessor shall not be responsible for any loss, damage or injury to Lessee or Lessee’s property, including incidental, special or consequential damages, in any way connected with the operation, use, condition, defect in or failure of the Property and Lessee hereby waives all claims against Lessor based on any of the foregoing. Lessee agrees that no warranty against patent or latent defects in material, workmanship or capacity is given or shall be implied.

7. Lessee hereby waives, and releases Lessor from, all claims for loss, injury, damage, expense and penalty to person or property of any character arising from or caused by the operation, use, handling or transportation of the Property. Without limiting the foregoing, Lessor shall not be responsible for any damage to Lessee’s vehicle, landscaping, building or property when loading or unloading the Property.

8. Lessee agrees that in the event any of the Property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly notify Lessor. Lessee accepts responsibility for evacuating any tent when wind or gusts exceed 25 MPH or when other unsafe conditions arise. Clearspan or tension structure tents should be evacuated when wind exceeds 40 MPH. Lessor is not responsible for any damage caused by tents falling regardless of the cause. If inclement weather is deemed imminent, the Lessor may remove any tent at any time to protect the safety of the Lessee, general public and to prevent damage to the equipment. If a tent is installed in a workmanlike manner and later made un-usable because of damaging

weather, Lessee is responsible for full rental charges. Lessor may, at its sole discretion, based on time and availability, install a replacement tent. The term "tent" applies to all types of tents that Lessor provides. (i.e. tents, Clearspan tents, frame tents, pole tents and tension structure tents).

9. Disclaimer for Winter Tents: In the event of accumulating snowfall, the interior of the tent must maintain a temperature of 55 degrees for the duration of the snowfall event to ensure adequate snow shed from the roof. Use of open flame heaters under tents is against fire code and is not permitted.

10. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Lessee's use of the Property, Lessee shall furnish Lessor with a complete report of any such accident or casualty, including names and addresses of all persons involved and all witnesses.

11. Lessor shall not be liable to the Lessee for any loss, delay, damage (including, without limitation, all consequential damages), direct or indirect, resulting from defects in or inefficiency of the Property, the inability of Lessee to use the Property. Lessee hereby waives, and Lessor shall not be liable for, any incidental or consequential damages or claims incurred by Lessee for any delays or failures in delivery or performance hereunder by Lessor for any cause or reason. Any damages and claims by Lessee against Lessor will be limited to the amount actually paid by Lessee to Lessor hereunder.

12. Standard delivery charges include delivery within 100 feet of Lessor's delivery vehicle, if delivery is outdoors, or to the dock or front door on ground floor if indoors. Upon scheduled pickup, Lessee will have the Property readily available. If equipment is not available for pickup or returned on the date stated on the quote/agreement, the daily rental rate will be applied to each additional day until returned. Additional labor charges will occur for non-standard delivery or pickup. Lessee is responsible for the Property until Lessor's representative fully loads all Property. If no pickup is scheduled, Lessee will promptly return the Property to Lessor's place of business during business days/hours. In each instance the Property must be assembled in the same boxes, manner and area as they were on delivery and in the same condition in which the Property was received, ordinary wear and tear excepted. Charges may be assessed for property returned dirty, or linen returned with debris. Lessee agrees to pay for any loss of the Property while in Lessee's possession or control. In the event that Lessor must resort to litigation to recover loss of the Property, Lessee also agrees to pay Lessor's reasonable attorney fees and court costs.

13. Tents/Structures require anchoring. All tents/structures anchored with stakes require both public and private utility locates. Events must be confirmed no less than four (4) business days prior to the event in order to mark for and schedule utility locates. If site conditions do not allow for staking, the event is confirmed less than four (4) business days prior to setup, or locates are not able to be performed for any reason, the customer will be charged for the use of ballast to anchor the tents/structures. Any tent site furnished by Lessee shall be free and clear of all obstructions of any kind including vehicles, trees, poles, snow, ice and concrete (excluding ballast anchored frame tents), or other impediments affecting the erection or removal of the tent. The site furnished by Lessee shall be of adequate size, with a minimum of ten feet of space around perimeter of tent for staking and the site shall have adequate ground texture to securely hold stakes for guying tents. Lessee shall have the duty to inspect the tent after it is erected. Unless objection is made at such time by Lessee, it shall be conclusively presumed that the tent has been erected in a proper, safe workmanlike manner. Lessee shall have the responsibility of maintaining adequate safety precautions to prevent the public or any invitees from injuring themselves, particularly with respect to guy lines, tent poles, and stakes which may lie outside the inner space of the tent.

14. Title to the Property at all times shall remain solely with Lessor. Lessee will give Lessor immediate notice of any levy attempted upon the Property or if the Property becomes liable to seizure regardless of the cause, Lessee shall indemnify Lessor against all loss and damages caused by any such action, including Lessor's reasonable attorney's fees and expenses.

15. The weight capacity of chairs is a maximum of 250 LBS (pounds).

16. Rates quoted assume that Lessor selects the labor source. If labor source is determined by anyone other than Lessor, additional charges will be incurred. Lessee is responsible for any permit fees, and all sales tax if applicable.

17. Interest will be charged on all past-due accounts at the annual rate of 18%. Lessee shall pay all collection charges, including reasonable attorneys' fees.

18. This contract shall be governed by and construed according to Oregon law. All disputes will be resolved in Jackson County.

19. Safety Data Sheets, if required by law to be prepared, are available upon request.

20. Your signature constitutes your agreement to receive faxed and e-mailed correspondence from “Lessor” to you(r) organization “Lessee”.

21. The invalidity in whole or in part of any term of this agreement does not affect the validity of the remainder of the agreement.

22. All deliveries are handled by Noel Lesley.

I have read and agree to the above contract terms.

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Signature

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Printed Name/Company

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Date