

TERMS AND CONDITIONS OF RENTAL CONTRACT
(Enlarged Version)

1. For good and valuable consideration, you and Del Rey Party Rentals, Inc., a California corporation (hereinafter, "DRPR") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean DRPR.

2. You agree to rent the Rented Item(s) from DRPR for the period(s) specified on Page 1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by DRPR in the return condition required under Sections 7 and 8 below. Unless otherwise specifically agreed by DRPR, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional Rent will be charged for late returns. The Rent will not be reduced for time in transit, weather events, or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term ("Estimated Rent"). You agree: (a) to pay DRPR: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 100% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless DRPR. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, quality, condition, state of repair, freedom from defects, proper installation, and quantities).

4. **WARNINGS: TENTS, CANOPIES, WALLS, STAGES, AND FLOORS ("TEMPORARY STRUCTURES") AND EQUIPMENT USED FOR COOKING AND/OR HEATING: (A) CAN BE DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph).** If hazardous weather occurs or threatens, you agree to: (a) cause all persons to DISCONTINUE USING AND, AS APPLICABLE, EVACUATE the Rented Item(s); (b) protect all Rented Item(s) and its/their contents; and (c) **PERMIT DRPR, IN ITS SOLE DISCRETION, TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL OF THE RENTED ITEM(S)** (without obligating us to do so).

5. Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by DRPR; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give any required notice(s) to governmental authorities; (v) will timely obtain all necessary licenses, authorizations and approvals (including without limitation, the approval(s) of all owner(s) of any real property on which any Rented Item(s) is/are to be installed); (vi) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 or 800-227-2600 go to www.digalert.org at least 3 full business days in advance); (vii) will

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immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and post in a conspicuous place, an **OSHA-COMPLIANT EVACUATION PLAN** for all rented Temporary Structures; (ix) **WILL ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES**; and (x) will comply, and ensure that all others comply, with this Section at all times. It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Contract, you accept all liabilities and responsibilities contained in the regional notification center law, and agree to properly and timely complete and file the California Facility Event Form if required. Customer acknowledges receipt of these documents

6. You agree to ensure that each Item is used safely and only: (a) for its **intended purpose(s)**; (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules, regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) use open flames in, under or near any Temporary Structures; (ii) abuse, misuse, overuse, move, remove, conceal, repair, modify, damage or destroy any Rented Item; (iii) violate any applicable law, rule, regulation, policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without the prior written consent of DRPR.

7. You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to DRPR on time, clean, free of dirt, stains and debris, and otherwise in good order, condition and repair, properly serviced and maintained. If you fail to do so, you will pay DRPR: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, DRPR may incur in connection with such failure.

8. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). You agree to ensure that, upon return, all such Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

9. In the event of a Malfunction (as defined in Section 5), you will immediately cease using and evacuate the Item and notify DRPR. Provided the Malfunction did not result from the willful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable replacement Item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. We will have no other obligations regarding Malfunctions, all of which you hereby waive, together with any and all associated incidental, consequential, special, exemplary and punitive damages.

10. You will maintain any and all **INSURANCE** DRPR deems necessary in connection herewith. If you are a business, you agree to maintain liability insurance with minimum limits of at least \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof for the duration of the Term. All such policies shall: (i) name DRPR as an additional insured and loss payee; (ii) waive subrogation against DRPR; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as DRPR may deem necessary.

11. If and only if, we have offered, and you have elected to purchase the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1 **IF AVAILABLE**) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to DRPR for 90% of the cost to repair or replace covered Rented Item(s) ("Covered Items") which suffer physical damage during the Term; provided however, that you will remain fully liable for: (a) damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) any failure to return Rented Item(s) to DRPR as and when required under this Contract;

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(C) negligence, misuse and/or abuse; (D) use of alcohol or drugs; and/or (E) use of any Rented Item in violation of this Contract and/or any applicable law, rule, regulation, Instruction, or policy of insurance; and (b) 10% of all costs associated with repairing and/or replacing Covered Items. You may decline Damage Waiver if you otherwise fully comply with this Contract (including Section 10 hereof). **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. Except with respect to Items we rent from one or more third parties (each, a "Third-Party Owner" or "TPO") and then re-rent to you ("Re-Rented Items"), DRPR will retain the sole and exclusive title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You shall not move, loan, transfer, sublease or assign any Item(s) or this Contract without our prior written consent.** DRPR may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of DRPR.

13. DRPR IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**". EXCEPT ONLY AS REQUIRED BY APPLICABLE LAW, NEITHER DRPR NOR ANY TPO MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (**INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE**) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES DRPR OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, MODELS, DEPICTIONS, OR ADVERTISEMENTS OFFERED OR ACCEPTED BY DRPR OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

14. **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, ALL ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT; (B) **RELEASE AND DISCHARGE DRPR AND EACH TPO FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DRPR AND EACH TPO,** and their respective owners, officers, managers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (the "Indemnitees"), **FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES.** You hereby waive any and all rights, claims, defenses and damages arising under the Uniform Commercial Code as adopted in California, as well as all incidental, consequential, special, exemplary and punitive damages, against the Indemnitees (and each of them).

15. **Prop. 65:** One or more of the Rented Item(s) contains or produces (**AND WILL EXPOSE YOU TO**) one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. **PERP Program:** Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Rented Item(s) is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation and this Contract, you are required to keep a copy of this Contract and the CARB registration certificate, including operating conditions and notification requirements, with the Rented Item(s) at all times. You must also complete the log provided with the Rented Item(s) as required by PERP and return the log with the Rented Item(s). (See <http://www.arb.ca.gov/portable/portable.htm>). **Fugitive Dust:** You agree to comply with the Fugitive Dust Rules

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established by your Local Air Pollution Control District and take "every reasonable precaution to minimize emissions." Check local rules at: <http://www.arb.ca.gov/drdb/drdb.htm>.

16. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely pay or perform your obligations arising under, or otherwise fail to comply with, any provision of this Contract; (b) provide any incorrect or misleading information to DRPR; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver (*if available*), as provided in Section 11), you will be in default, whereupon, DRPR may, with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless DRPR); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor DRPR's associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

17. This Contract, together with any Addenda provided by DRPR, each of which is incorporated herein, represent the entire agreement between you and DRPR, superseding all other agreements and representations, including without limitation, our website and advertising. You hereby grant to DRPR and each TPO a perpetual, paid-up, royalty-free license to edit, distribute, display and copy all audio and visual representations which include any of the Item(s). The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be modified only as necessary to make them enforceable, or if such modification proves impossible, deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot be further amended or extended except in a writing signed by DRPR. If union labor is required in connection with your intended use of any Item(s), you will be solely responsible for compliance with all applicable laws (including engaging and paying for union employees and contractors). If DRPR commences legal action to enforce this Contract, DRPR will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from you and/or any guarantor (it being acknowledged that, where required under state law, this attorneys' fee provision will be deemed reciprocal). Time is of the essence. DRPR may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond DRPR's reasonable control), DRPR will be excused from such performance. You waive the benefits of all statutes of limitations regarding DRPR's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. You agree to pay DRPR the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us hereunder. These Terms and Conditions will apply not only to all Item(s) identified on Page 1, but also to all other Items you obtain from us at any time in the future (except only as we otherwise agree). You will pay all taxes (including all sales and use taxes), fines, fees, duties, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge that: (a) this Contract: (i) is fair and reasonable under the circumstances; and (ii) shall be interpreted under the laws of the State of California; and (b) proper venue for any and all associated civil legal proceedings shall lie solely in the federal and state courts located in or nearest to Los Angeles County, CA (unless waived by DRPR). You consent and submit to such jurisdiction and venue and waive all claims that it constitutes an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addendum will be deemed the equivalents of originals.