

Upon receipt of a signed job proposal, deposit amount, or e-mail confirmation, the CLIENT enters into a binding agreement with CHIC EVENT RENTALS and subsequently agrees to the following terms and conditions described in this contract:

#### DEPOSIT AND CANCELLATION CHARGES

An event is not considered booked until Chic Event Rentals has received a signed contract and a deposit of 50% of the total balance has been paid. The deposit of 50% will be applied to the total balance. The remaining balance must be paid five days prior to the date of the event. Should the event be cancelled or postponed the 50% deposit is non-refundable. If an event is cancelled at least 60 days prior to the event date, the deposit can be applied toward another event with Chic Event Rentals, however, the deposit must be used no later than 12 (twelve) months after the original scheduled event. Deposits are nontransferable. Deposits on tent rentals are not refundable. If client fails to cancel their event and rentals are delivered, the Client will be required to pay the full rental rate with no discounts given. An event is considered "complete" and no refund will be given if client does not give written notice of cancellation at least 5 days prior to their event. No refund or applied deposit will be given to clients who have a minimum of one (1) specially ordered item in their rental order and do not give at least 30 days written notice of cancellation.

#### PAYMENT

Full payment on all rentals are DUE FIVE DAYS PRIOR TO TIME OF RENTAL, unless otherwise stated in a written agreement prior to the purchase or rental of said items. Any change in terms will appear in writing and signed by Chic Event Rentals and the Client. Should the event, company, organization, etc. fail to pay their invoice the Client and point of contact agree to be personally responsible for the debt due to Chic Event Rentals.

#### SERVICE CHARGES

A service charge of one and one half (1.5%) per month, or the maximum lawful rate, whichever is lower, on the unpaid balance until paid will be assessed monthly on past due accounts and a late payment fee of \$25.00 per month will be added to all unpaid accounts regardless of the amount of the unpaid balance and Client hereby agrees to pay all such service charges assessed.

#### TAXES

Chic Event Rentals does not charge Sales Tax.

#### RETURNED CHECKS

A returned check fee of \$30.00 plus any applicable fees will be applied to any and all checks returned from a client. The client will be turned over to the authorities if they fail to make good on the debt within 10 days.

#### EQUIPMENT RENTALS

Client acknowledges receipt of the described personal property in job contract. The parties agree that the property will be inspected by Chic Event Rentals and examined by the Client at the time of delivery. Acceptance by the Client indicates that the property was in good and serviceable condition. Title to the rented property is and at all times shall remain Chic Event Rentals. Client agrees that Chic Event Rentals is neither the manufacturer of said property nor an agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given. Client agrees that in the event any of the property becomes unsafe or in a state of disrepair, Client will immediately discontinue the use thereof and promptly return rental to Chic Event Rentals. Upon receiving such property, if its

condition is not the fault of the Client, Chic Event Rentals agrees to replace such property with property of like kind and in good working condition. Upon termination of this agreement, Client will promptly surrender the rented property and all attachments and parts belonging thereto, to Chic Event Rentals, at the same location(s) the equipment was delivered, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damages to or loss of such property or its attachments or parts at current replacement cost, while in the possession or control of Client hereunder. Chic Event Rentals shall not be liable in any event to Client for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof. Client agrees to indemnify and save harmless Chic Event Rentals against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Client. Client will give Chic Event Rentals immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify Chic Event Rentals against all loss and damages caused by any such action, including Chic Event Rentals reasonable attorney's fees and expenses. Client will not retain the leased property beyond the "Rental Time" without prior notice to and the consent of Chic Event Rentals thereto. Client will pay rental price in advance or immediately upon return of property. Chic Event Rentals, at their discretion may report property stolen if held 5 days beyond "Rental Date." Chic Event Rentals will not refund any item in Client's possession for longer than 30 minutes. Chic Event Rentals will extend credit for said amount, which is good for 15 days from the "Rental Date" of the Contract. Client hereby waives and releases Chic Event Rentals from all claims for injuries or damages to Client arising out of the use of said property by Client. It is hereby warranted and represented that the individual agreeing to this agreement is authorized to do so on behalf of the Client, be it a corporation, partnership, or other entity. It is further understood that the risk of loss of the equipment as well as any liabilities which may stem there from as it may pertain to Chic Event Rentals or the Client during the time of that the Client has possession of the equipment stated above, said risk or loss shall be that of the Client.

#### DAMAGE POLICY

The Client agrees to compensate Chic Event Rentals for any items damaged during the time of the rental period. At a minimum client is required to pay the replacement fee for item(s) rented, plus any damages resulting from loss of compensation from future rentals, and any other loss of compensation or damage that has resulted from the damage of said rentals. Replacement costs for any rentable item are available at any time at the request of the Client.

#### ADVICE

It is expressly understood that any technical advice furnished by Chic Event Rentals with respect to the use of its goods or services is given without charge, and Chic Event Rentals assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Client's risk.

#### ONLINE REVIEW SITES

Client agrees that any review of services or experiences with Chic Event Rentals or its partner company DNA Entertainment or any employees of either company is prohibited. Statements made online or in published materials without the permission of Chic Event Rentals may lead to prosecution for defamation or libel.

#### COSTS AND ATTORNEY FEES

In the event invoices are not paid timely in accordance with the terms thereof, and Chic Event Rentals initiates suit against the Client or otherwise incurs legal fees because of Client's nonpayment, Chic Event Rentals, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including a minimum charge of \$150.00, including reasonable attorney's fees.

#### ENTIRE AGREEMENT

This document sets forth the entire agreement between the parties to this transaction and includes all promises and representations both express and implied. Nothing not contained herein is part of this agreement. By signing below you have read and understand the terms and conditions of this agreement and certify that those printed are agreed to. There are no oral or other representations not included herein. The customer below has received a copy of this agreement and fully understands and will abide by this agreement

The Client expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using the equipment, Chic Event Rentals, it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify Chic Event Rentals in the event they are held liable for any injuries and/or resulting damages. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties.