

**Lease Agreement
Terms and Conditions**

Events with Design (EWD), hereby agrees to lease to lessee the equipment described on the face of this agreement or attached schedules in accordance with the following agreement:

1. **Date reservation.** Lessee must submit a non-refundable deposit of 25% of estimated charges in order to reserve equipment for the date requested. EWD reserves the right to adjust setup and breakdown dates and/or times to fit its schedule. Additional fees may apply for locations that require immediate breakdown after event, or any other surcharges to vendors.
2. **Payment for services.** Payment is expected at the time of service for estimated charges. Any additional charges or fees will be invoiced for payment within 10 days. All outstanding balances past 10 days will be subject to late fee.
3. **Delivery/Pick up.** Delivery is made to the closest point truck can park. Extra charges will result in deliveries to upstairs, elevator, or any point where extra time is involved. Set up and break down services are included for items quoted during normal business hours. Additional charges will occur for after hour services.
4. **Permits and licenses.** Lessee shall at it's own expense, and prior to installation of the equipment provide all necessary permits, licenses, and other consents.
5. **Preparation of site.** Lessee agrees to have the site upon which the equipment is to be erected, ready and clear of all obstacles, natural and man made, prior to the arrival of the EWD work crew. Grass areas should be mowed at least 12 hours prior to crew arrival. At the time of break down the Lessee agrees to have the tent cleared of all non-leased equipment and decorations prior to our arrival. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental and all costs including collection and legal expense.
6. **Overhead /Underground facilities.** Lessee agrees to have all overhead/underground facilities, in the vicinity of the equipment installation, clearly marked prior to arrival of the EWD's work crews. Lessee assumes full responsibility for damage to all overhead/underground facilities.
7. **Weather related risks.** Lessee assumes all weather related risks involved in holding an outdoor-tented event. EWD will endeavor to minimize risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond EWD's control, Lessee shall still be liable for payment in full of all charges. Lessee will be responsible for additional labor charges, if available, to move equipment to an indoor location after initial set up, should the event be relocated to an indoor facility.
8. **Replacement of malfunctioning equipment.** If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify EWD. EWD will repair or replace the equipment with similar equipment in good working order if available, and if the defect is a result of normal use. EWD is not responsible for any incidental or consequential damage caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.
9. **Inspection.** Lessee is responsible for inspection of equipment at the time of delivery or set up and to notify EWD immediately should any items not meet his needs or is defective. Lessee will be responsible for all fees and labor charges should additional equipment be needed after initial setup.
10. **Warranties.** There are no warranties that the equipment is suited for the customers intended used, or that it is free from defects. No warranties of any type are express or implied.
11. **Return of equipment.** Lessee shall responsible for all losses or damage to the equipment from the time of delivery until picked up by EWD. Lessee right of possession terminates on the expiration of the rental period. Any extension must be mutually agreed upon in writing.
12. **Inspection by EWD.** EWD shall at all times have the right to enter any premises where the equipment may be located for the purposes of inspection, observation of use, or to remove it from the Lessee's premise.
13. **Cleaning.** China, glassware, and flatware must be returned rinsed and repacked properly in boxes provided or additional charge will be assessed. Special cleaning deposits may be charged on cooking equipment.
14. **Linens.** All linens should be dry and free of waste at the time of pick up. **Do not roll up or place wet linens in any bag-**mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears you will be charged the replacement cost of the linen.
15. **Dirty, damaged, or lost equipment.** Lessee agrees to pay for any lost, missing, or damaged rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of EWD. Lost includes all types of theft or mysterious disappearance. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty. Equipment lost or damaged beyond repair, will be paid for by Lessee at Replacement Cost. The cost of repairs will be borne by the Lessee, whether performed by EWD or at EWD's option by others.
16. **Material.** All tents are subject to stretching and retracting up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof and are to be considered temporary shade structures.
17. **Cooking under tents.** Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and cost incurred for damage and/or cleaning expense to the tent tops due to cooking processes under or near tents.
18. **Electrical power and lighting.** Lessee agrees to furnish EWD access to, and the right to use Lessee's electrical and power lines for the installation and operation of the rented equipment.
19. **Title and ownership.** The leased equipment shall at all times be and remain the sole and exclusive property of the EWD. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. EWD shall have the right to display notice of its ownership of the equipment by display of identifying markings and Lessee agrees that it will not remove or cover such markings without the permission of EWD. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of EWD.
20. **Hold Harmless agreement.** Lessee shall defend, indemnify and hold harmless EWD, it's employees, agents, and subsidiaries from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of lessee, lessee's employees, and agents of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by EWD in defending suit or actions involving liabilities covered by the indemnification provision in this paragraph.
21. **Collection of cost.** The Lessee agrees to pay all reasonable collection attorneys and court fees and other expenses involved in the collection or enforcement of the EWD rights under this contract.