

Island Rents

Ph: (808) 243-7368 • Fx: (808) 243-8368 • P.O. Box 1660, Makawao, HI 96768 • Email: info@islandrentsmaui.com

RENTAL AGREEMENT

Terms and Conditions

THE RENTAL OF EQUIPMENT IS TO THE CUSTOMER INDICATED BELOW, FOR THE EVENT AND SPECIFIED DATE INDICATED ON THE INVOICE. THIS EQUIPMENT CANNOT BE SUBRENTED OR USED BY OTHERS, ONLY BY THE CUSTOMER LISTED BELOW ON THIS AGREEMENT. IT IS YOUR RESPONSIBILITY AS THE CUSTOMER TO UNDERSTAND ALL RENTAL RULES AND GUIDELINES OUTLINED IN THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS ABOUT ANYTHING OUTLINED IN THIS AGREEMENT PLEASE ASK FOR CLARIFICATION.

RESPONSIBILITY FOR USE: Customer agrees to use the equipment only at the designated address of delivery. You further agree that you are familiar with the proper and safe use of the equipment rented and that you will only use it for the purpose for which it was manufactured and intended. You assume all risks inherent in the operation and use of the equipment and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Island Rents harmless from, and you hereby release Island Rents from, any and all claims and liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the equipment. You agree that no warranties, express or implied, including merchantability or fitness for a particular purpose have been made by Island Rents in connection with the equipment rented. In no event shall Island Rents be liable for any special, direct, indirect or consequential damages in connection with this agreement.

RATES/PRICING: All charges are for time rented, whether equipment is used or not. Rental rates are based on a single use on a per event basis for the duration listed on the rental invoice. Multiple uses/days are charged at daily rates. Weekly rates apply to rentals of four consecutive days or more. If mutually agreeable, Island Rents may opt to deliver rentals earlier than needed to alleviate scheduling conflicts or help facilitate a smooth event setup; however the only way to guarantee an item's availability for early delivery is with a multi-day rental. Should we agree to deliver early on a non-rental day, we will give you the first right of refusal should a paying customer request items that you have reserved. In which case you could pay for the prior day's rental or have your items delivered the day of your event. Prices are subject to change without notice. All rentals are subject to Hawaii General Excise Tax.

CREDIT CARD REQUIREMENTS: A valid credit card is required to open an account, all information must be included and signature filled out at the bottom of this rental contract. Charges billed to the credit card will consist of missing or damaged items or charges left unpaid after 10 days of event. A detailed invoice of those charges and copy of receipt is available by request after the event.

TERMS & PAYMENT: Full payment is due ten (10) days prior to delivery, unless prior arrangements have been made. For your convenience Island Rents accepts Visa, Mastercard, personal checks, and cash. If your payment has not been received at the time of delivery your credit card will be automatically billed for the outstanding balance. There will be a \$30 charge for all returned checks. A \$25 charge will be added to your invoice for each change that is made to your order within 24 hours of your scheduled delivery. For unpaid balances past 30 days, the customer agrees to pay a late charge of 1% per month on the outstanding balance. Without a complete/signed contract on file and money deposit, your reservation for any equipment may be terminated without notice at the option of Island Rents.

GENERAL EQUIPMENT DEPOSITS & CANCELLATIONS: All rental orders require a 50% deposit at the time of booking to reserve the equipment. Special order items require a 100% non-refundable deposit at the time of booking. Ten (10) days prior to the event, 25% of all equipment rental charges are non-refundable. One (1) day prior to the event 50% of the equipment rental charges are non-refundable. The day of the event 100% of the rental charges are non-refundable.

TENT DEPOSITS & CANCELLATIONS: At the time of booking, 25% of the TENT rental charge becomes non-refundable. Thirty (30) days prior to the event, 50% of the tent rental charge is non-refundable. The day of the event 100% of the tent rental charges are non-refundable.

DELIVERY/PICK-UP and WILL CALL: Prices for delivery and pick-up are quoted "round trip." Island Rents will strive to accommodate your delivery requests; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location (within 60 feet of delivery vehicle access). For liability purposes, we don't deliver items indoors. Deliveries and pick-ups are between 9:00 AM and 5:00 PM daily and need to be prearranged. After hours' deliveries/pick-ups or specific time frames may be subject to additional service fees. Extra charges may also be assessed for far (distance) from vehicle locations, stairs or other labor-intensive deliveries. If the delivery site is not ready or accessible at the time of delivery or pickup, the customer will incur an additional charge and/or the equipment may not be delivered. A second delivery fee will be assessed if items are not available at the time of pickup and a second pickup needs to be arranged. Any wait time caused by the customer because of improper instructions, change of plans, failure to appear at agreed upon time, failure to comply with the terms of this agreement or any other reason will result in additional labor fees. The customer must be available to count all items upon delivery and pickup, otherwise, Island Rents' counts will be considered accurate. It is understood that there is an additional charge for service calls, which do not pertain to the initial delivery or installation by Island Rents.

Will Call: Will Call must be prearranged and is between 9:00 AM and 12:00 noon unless prior arrangements have been made. Failure to adhere to your scheduled Will Call time may result in your rental items not being available for pickup, cancellation charges, or additional rental fees if returned late. Customer remains responsible for rental items until items are returned to an Island Rents employee. Customers picking up rental items, are solely responsible for the loading and transport of the items including damage to the rental items during transport, the customer's vehicle and it's contents. Island Rents' staff may, at its option, choose to help a customer load his/her vehicle, however, the customer understands that in the event of damage to the rental items, the customer's vehicle, the vehicle's contents and/or bodily injury incurred during loading and transport, that neither Island Rents nor its employees are responsible.

SET-UP/BREAKDOWN: Set-up and breakdown fees for tables, chairs, and other standard equipment are not included in delivery prices. Tables and chairs will be delivered stacked and must be stacked for pick-up. Island Rents can set-up and/or breakdown its equipment for an additional charge. Arrangements for this service need to be made well in advance of delivery.

CARE PROCEDURES: All catering items including chaffers, china, flatware, utensils, etc. should be rinsed, dry, food free and re-packed in the same containers as delivered. Any catering item that is returned dirty (not rinsed) will incur additional cleaning fees. Glassware should be emptied and placed upright in their respective boxes. Linen should be food/particle free and shaken out, folded and placed in containers provided. DO NOT put linen in plastic bags. Customers that return linen with burns, wax, holes, tears, permanent stains, wet or damp with mildew, or otherwise unusable will be billed for the damaged linen at its replacement cost. Cardboard boxes must be kept dry to prevent damage. A charge will be assessed for all boxes, crates and packaging materials that are damaged or not returned. Be sure to notify your caterer of these conditions.

SPECIALTY EQUIPMENT (TENTS, DANCE FLOORS, LIGHTING, & WEDDING ARCHES): Specialty equipment is erected or installed and removed by Island Rents staff. This service is included in the rental price for such items. The customer agrees to clearly mark or layout the exact location, be present, or have a representative present at time of equipment installation. Once installed, there will be additional charges for changing the layout or location. To prevent personal injury and damage to equipment and property the customer agrees not to move, break down or alter the installed items for the duration of the rental. Removal is to be done only by Island Rents employees. Please be sure your site is ready (lawns mowed, furniture moved, vehicles moved, etc.) before Island Rents staff is scheduled to arrive. If the site is not ready or accessible when the crew arrives, the customer will incur additional charges and/or equipment may not be delivered. The customer agrees to inform Island Rents, in writing, to its main office at least 7 days prior to event, of the existence and location of any underground utilities (i.e. phone lines, cable lines, sprinkler systems, water lines, gas lines, electric lines, septic system, etc.), or conditions that may interfere with the ability to stake and/or anchor equipment. The customer assumes responsibility for all damages to underground utilities in absence of notice, or incorrect location, of utilities. The customer understands that he/she is ultimately responsible for all damages to rented equipment including damage caused by

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third parties or other vendors doing decorations or additional equipment installations and the removal of such items. All floral arrangements, trash, decorations or other rental equipment of any kind not installed/delivered by Island Rents should be removed from tent before the scheduled pickup time. There will be an additional charge for any items that have to be removed or for delays to our crew. Extra cleaning fees may be accessed for carelessness or disregard for maintaining the cleanliness of the tent, tent walls and dance floor resulting in staining beyond normal wear and tear (from food and drinks, grass from fresh mowing, certain paper and flower decorations, etc.). Permanent stains will result in the item(s) being deemed unrentable and replacement costs will be charged to the customer.

Tents: The customer is responsible for obtaining all necessary permits through the Bureau of Fire Prevention for the erecting of tents larger than 700 square feet. Should the customer fail to obtain the necessary permits & documentation for tent installation/occupation, Island Rents may be required to stop installation or remove the tent prior to the end of the contract; in such cases full rental rates still apply. The customer also agrees to pay for any extra labor, after hour fees, fines or other charges associated with failing to obtain such permits. The premises upon which tents are to be erected or dismantled are to be clear of all structures or other impediments before the scheduled delivery and pickup. The surface has to be clean and suitable for spreading tentage. If employees are required to wait while such impediments are removed, or staff is required to move such items before tent installation, extra labor charges will apply in addition to the rental fees. All décor, lighting, etc. not installed by Island Rents must also be removed prior to arrival for tent breakdown, otherwise extra charges may be assessed for any wait time incurred. From the time the tent is installed until it is picked up, the customer agrees to maintain the tent in good condition, keeping poles in place, all ropes tight and tied, and keeping the walls on the tent or neatly folded and kept off the ground. Island Rents shall not be liable and shall be held harmless in any manner for injuries or damages caused to persons or things falling over or coming into contact with ropes, stakes, or other tent supports. If the tent is to be erected on asphalt, Island Rents will plug the holes but does not warrant asphalt will be restored to original condition. Signs or banners shall not be affixed to the tent top or tent walls. They may be hung from the "D" rings or wall rope on the inside of valance of the tent, or from ropes strung between the tents' poles. Unfortunately, we cannot guarantee the tent to be absolutely 100% waterproof. No cooking or grilling under the tent is allowed due to the possibility of smoke and fire damage. Tiki Torches and patio heaters and other sources of fire or extreme heat must be at least 15' away from tent. No fireworks or sparklers are allowed in the vicinity of the tent. Island Rents cannot be held responsible for breach of contract if Island Rents chooses not to erect a tent due to unsafe conditions such as high winds and bad weather. In the event that Island Rents tent(s) is/are blown down or damaged in any manner whatsoever due to storm, high winds or other disturbances of nature, rental fees are still due and payable.

Dance Floor: The customer understands that the dance floor can be discolored or damaged by excessive sunlight and/or moisture. If the dance floor is installed outdoors the customer agrees to keep the floor covered with the provided tarp(s) when not in use, unless it is well protected by a suitable tent. The customer agrees to keep the dance floor dry at all times and wipe up any spills at once. Should the floor become wet due to inclement weather the customer agrees to notify Island Rents immediately and to cover and protect the floor as well as can be until the time of pickup. To prevent bodily injury, the customer also agrees not to use the dance floor if it is wet. The use of a sub-floor is required for all installation sites that are not level and firm.

Lighting: Electricity costs associated with installed lighting are the responsibility of the customer and NOT the responsibility of Island Rents. At the time of installation, if there is an inadequate supply of electricity or unsafe wiring at the premises, Island Rents is not responsible for failure to install or supply the rented items; under these conditions, rental fees will still apply. All lighting is tested for proper working order at time of installation. Island Rents cannot be responsible for loss of use or damage resulting from changes made to its installation of wiring after island Rents has completed its installation (such as the customer hooking into Island Rents electrical cords or other vendors using and overloading electrical breakers). Any damages or loss of use resulting from such changes will be the responsibility of the customer. WARNING: Lighting can be very hot and may cause severe burns, and extreme care should be taken to prevent burns to persons and/or property.

LOSS OR DAMAGE: Responsibility for equipment remains with the customer from the time of delivery to the time of pickup, and it is the customer's responsibility to return rented equipment in the same condition as it was received. Please be sure equipment is secured from theft and protected from weather. If the equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, the customer shall be responsible for all charges to replace or repair the equipment including any labor costs. Island Rents will charge for missing, broken, burned or damaged items including packing materials used for transport. All cleaning and/or replacement charges are in addition to rental fees. Items not returned at the end of the rental period are considered missing. Missing or damaged items will be charged to the customer's credit card at replacement costs. If any of the missing items are found and returned to Island Rents within seven (7) days of the event charges will be refunded. Labor required for items needing repairs or extra cleaning is billed at \$30/person per hour. We do our best to find damaged linen prior to cleaning. However, some damages (such as staining) are only noticed during the cleaning process. This may result in a delayed notification of such damages to the customer. If linen is extraordinarily soiled, extra cleaning fees will apply, and if un-cleanable, the customer will be additionally billed for replacement costs. Damaged items purchased at full replacement costs become the Customers property. Such items will be available for pickup for 30 days after the event date. After 30 days, Island Rents may keep or dispose of the property with out notice to the customer.

COLLECTION COSTS: Customer agrees to pay attorney's fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the equipment or otherwise enforcing the terms of this agreement.

SUMMARY: The customer shall return all equipment to Island Rents according to these terms & conditions. Responsibility of the equipment remains with the customer from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from weather, damage and theft. All collection fees, attorney fees, court costs, and any expense involved in the collections of rental charges will be the customer's responsibility. The customer is solely responsible for any additional charges incurred as a result of failure to meet any of these terms and conditions. In any case, Island Rents shall not be held liable for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment. Rental fees are still due and payable, and Island Rents shall be released hereunder for conditions brought about by acts of god, strikes, boycotts, civil insurrections or other conditions beyond our control.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CUSTOMER AND HIS/HER AGENTS, AND SUPERSEDES ALL PRIOR CONTRACTS.

NAME (PLEASE PRINT)

SIGNATURE

DATE

CREDIT CARD: Island Rents requires a valid credit card to be on file prior to all rentals. This is in addition to any deposits received. All information and signature must be filled in below. Unless otherwise agreed to, by signing below the customer hereby grants Island Rents permission to use the below listed credit card to process all deposits, payments and damage reimbursements related to this rental agreement.

MC/VISA ACCOUNT # _____ EXP. _____

NAME ON CARD _____ SECURITY CODE ON BACK OF CARD _____

BILLING ADDRESS FOR CREDIT CARD _____

CARD HOLDER SIGNATURE

DATE