



TERMS AND CONDITIONS OF RENTAL CONTRACT

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE ON THE WEBSITE

<https://shoretents.events/terms-and-conditions/>

(1) For good and valuable consideration, you and Shore Tents and Events LLC agree as follows:

In addition to the other

terms defined herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on Page 1 (including any "Instructions" provided per Section (6) below), "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "ST&E," "Lessor," "we," "us" and "our" mean Shore Tents and Events LLC., a Florida LLC, d/b/a "Shore Tents and Events LLC."

(2) You agree to rent the Rented Item(s) from ST&E, and ST&E agrees to rent the Rented Item(s) to you, for the period(s) specified on Page 1 (the "Term") subject to the terms of this Contract. You agree to pay ST&E the rental rate(s) set forth on Page 1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by ST&E. Rental rates are for normal use of the Rented Item(s) on a daily or per-event basis. The Rent will be increased for any additional time or use. No allowance will be made for period(s) of nonuse. ST&E has estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay ST&E: (a)(i) any "deposit" specified on Page 1 (or if none, 50% of the Estimated Rent) upon reservation; and (ii) 100% of the remaining Estimated Rent prior to commencement of the rental Term (together with the deposit, the "Prepayment"); and (b) any other amounts coming due hereunder upon demand by ST&E. You agree that: (a) ST&E may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability to ST&E. PREPAYMENTS ARE NONREFUNDABLE, unless separately agreed in writing by ST&E. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

(3) AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and **only**: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth on Page 1 (the "Site"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with the "Instructions" identified in Section (6) below, as well as all applicable laws, rules, regulations and ordinances; and (b) ANY AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not, nor will you permit anyone else to abuse, misuse, overuse, overload, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without our prior consent (granted, conditioned or denied in the sole discretion of ST&E).

(4) If ST&E agrees to deliver, install and/or retrieve any Rented Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s), including without limitation, inter-island freight, airfare, per diem and accommodations (as applicable); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure our representatives have reasonable access to the Site; (d) give any required notice(s) to governmental authorities; and (e) unless we agree to do so on your behalf (in which event, you agree to pay our regular charges therefor, as well as all related costs and expenses), obtain all necessary licenses, permits, authorizations and approvals in advance (including without limitation, the approval of the Site owner). We will not be responsible for any delay(s) caused by other parties, including providers of other equipment, products or services related to your event ("Other Providers") for which you agree to indemnify, defend and hold harmless ST&E. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of our representatives regarding the same (including the status, location(s), condition and quantities).

(5) You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to ST&E on time, clean and in good order, condition and repair. If you fail to do so, you will pay ST&E: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses ST&E may incur in: (i) doing so, or at our option, (ii) replacing the subject Rented Item(s). Certain items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed, using the same packing materials.

(6) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition 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 ST&E; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, NFPA, ASSE and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (**including EPA Tier 4 regulations, to the extent**

applicable); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item **only for its intended purpose**, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (each, a "Malfunction"); and (ix) will ensure that all others (including without limitation, other authorized users of the Items) comply with this Section.

(7) SEVERE WEATHER: WARNING. TENTS, LIGHTS, AND GENERATORS CAN BE DECEPTIVELY DANGEROUS, AND MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER.

Use such Rented Item(s) only for their intended use(s) and only in compliance with applicable Instructions. You agree to: (a) maintain and post an OSHA-compliant **Evacuation Plan** for all rented tents; and (b) if severe weather occurs or threatens: (i) discontinue use of and **EVACUATE** such Item(s); (ii) notify us of the same immediately; and (iii) take all necessary steps to: (A) ensure the safety of all occupants; (B) protect all Rented Items; and (C) permit ST&E to postpone delivery and/or installation of, or dismantle and store or retrieve any or all such Item(s) (without obligating ST&E to do so).

(8) In the event of a Malfunction, you will immediately notify us, and provided the Malfunction did not result from your wrongful or negligent act or omission, we will: (a) repair the subject Rented Item; (b) provide you with a replacement; or (c) prorate the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. ST&E will have no obligation other than as set forth herein regarding Malfunctions. You waive and relinquish any and all claims arising therefrom or associated therewith.

(9) Except with respect to Rented Items which ST&E rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), ST&E alone owns and will retain title to all Rented Items. 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 or encumbrance on any Rented Item. **You may not transfer, sublet or assign any Rented Item(s) or this Contract** without our prior written consent.

(10) DAMAGE WAIVER FEES:

We charge a Damage Waiver of 100% of the cost (of the invoice price) on any equipment that is damaged or missing (except linens) (together, "DW Items"). DW items are tents, tables, chairs, lighting, china, dance floors, or any other equipment that is not linens. Damage Waiver is NOT OPTIONAL.

You will be liable for all loss of or damage to:

(a) any and all other (DW) Item(s), to the extent such loss, damage or destruction: in whole or in part from: (b) your

breach of this Contract; (b) your failure to timely return any DW Item(s); (c) gross negligence, misuse and/or abuse; (d) vandalism and malicious mischief, (e) use of alcohol or drugs; (f) violation of any law or policy of insurance. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(11) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to ST&E; (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, as provided in Section 10), you will be in default, whereupon, we may without notice or liability to you: (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, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless ST&E); (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 our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); (vii) appear in court and confess judgment on your behalf; and/or (viii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(12) **PERMIT FEES:** Some cities, counties or municipalities may charge a fee for large events or outdoor gatherings. Permits themselves and any permit fees may be required for your event. If this is the case, then ST&E can help obtain your permit for an additional fee (fees may vary depending on locale). Or the client is free to obtain the permit themselves.

13) **DELIVERY FEES:** ST&E serves the entire state of Florida. Delivery fees may apply depending on your event location. Delivery fees are determined by how far you are from our home base in Clearwater FL. The customer will be informed of any delivery fees on their invoice.

14) **DEPOSITS & OTHER FEES:** 50% of the cost of the invoice is required upfront and non-refundable. Initial deposits can be made via credit card, money orders, cash, or PayPal. Final deposits must be made with 48 hours of the event date. Final deposits can only be made via PayPal, credit cards, cash, or money order. If booking an event within 48 hours, and delivery and inventory is available, then full payment is required and full payment must be made via PayPal/credit card, money order, or cash. No checks will be accepted. Furthermore, an additional fee may be required for rush delivery, and rush setup for events booked within 48 hours. If your booking an event within 48 hours, an additional fee may be required for pick-up (if applicable).

(15) **WAIVER/INDEMNITY:** ST&E IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED "**AS-IS**". NEITHER ST&E NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY ST&E OR ANY OWNER, NOR DOES ST&E OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY ST&E CONSTITUTE REPRESENTATIONS OR

WARRANTIES. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE ITEM(S) AND SERVICES REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, STORAGE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF THE RENTED ITEM(S), INCLUDING CLAIMS AND LIABILITIES ARISING FROM OUR NEGLIGENCE OR ALLEGED NEGLIGENCE; AND (B) HEREBY RELEASE AND DISCHARGE ST&E AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ST&E AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, 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 waive all rights and remedies available under the Uniform Commercial Code, as well as all claims against us for incidental, consequential, special, exemplary and punitive damages. Your duties are **UNCONDITIONAL**.

(16) You grant ST&E a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate.

(17) ST&E may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of ST&E is delayed or 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 ST&E's reasonable control), ST&E will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding ST&E's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize ST&E to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay ST&E the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and ST&E. **ST&E's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) ST&E's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Rented Item. Neither ST&E's exercise, nor its 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 ST&E may have.

(18) This Contract, and any Addenda signed or provided by ST&E, represent the entire agreement between you and ST&E, superseding all other oral and written agreements and representations (including ST&E's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto other than the Owner(s) of re-rented Item(s). **This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from ST&E** (except only as otherwise agreed by ST&E). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Florida, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to Clearwater, FL. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on Page 1 will be enforceable as originals.

(19) **Warning: Obtaining rental property through deception, or failing to timely return Rented Item(s) may result in criminal prosecution under FL 812.155, et seq.**

The undersigned has carefully read, understands and agrees to these Terms and Conditions and **personally guarantees** the Customer's/Lessee's prompt payment and performance of its obligations arising hereunder and/or in connection herewith.

Signature:
Customer / Lessee / Authorized Signatory

Date: _____