

Terms & Conditions

1. OWNERSHIP OF PRODUCTS, EQUIPMENT AND STRUCTURES: At all times, it is understood and agreed upon that all products, equipment and structures belong to and are property of All Season Rental. In the event that the sale of any product, equipment and or structure that we rent or lease to you results in a failure to return All Season Rental's products, equipment and or structures in a timely manner, All Season Rental will constitute this act as a crime and you may be subject to prosecution if the items are lost, stolen or not returned within the date and time parameters listed on your contract

2. RESERVATIONS, DEPOSITS, CANCELLATIONS, FINANCE CHARGES & COLLECTIONS: Facsimile signatures on this contract or photocopies of the original contract are legally bound as original signatures. You, the customer, hereby authorize All Season Rental as your irrevocable agent to complete and sign all credit, charge, or debit card slips for all amounts due to All Season's Rental. You may be subject to cleaning charges, repair charges for product, equipment or structural damage (if applicable), and the full replacement cost of the rented property if lost, stolen or seized. A 25% non-refundable deposit is required to make a reservation. All cancellations are subject to a 25% cancellation fee. Orders are to be fully paid no later than 1 week prior to delivery. All orders paid via Visa, MasterCard, American Express or Discover exceeding \$3,000 are subject to an additional fee of 3% of your contract's total dollar amount. A 5% finance charge is added to all unpaid invoices 10 days after event date. An additional 2% monthly finance charge is added after 30 days. You, the renter, agree to pay all rental property recovery, collection, and attorney fees should legal action be taken. You agree to pay all other fees associated with the full collection of your lease contract or rental fees.

3. RIGHT TO SEIZE PRODUCTS, EQUIPMENT AND STRUCTURES: If necessary, All Season's Rental may seize any products, equipment or structures at any time if the obligations mentioned in this contract are not fully met. Representatives of All Season Rental may enter your premises, or any location whereby representatives of All Season Rental believe its products, equipment and or structures may be found, and you agree to indemnify All Season Rental and waive any action against us for seizing any products, equipment and or structures and entering the premises believed to house the products, equipment and or structures that belong to All Season Rental.

4. CONDITIONS OF PRODUCTS, EQUIPMENT AND STRUCTURES: You, the renter, acknowledge that you have received written and or verbal instruction for proper usage and or operational safety measures related to All Season Rental's products, equipment and or structures. You, the renter, exhibit clear understanding of safe and proper usage of all products, equipment and or structures and convey agreement between yourself and a representative of All Season Rental that all safety measures and proper usage of equipment has been fully explained to you.

5. USE OF PROPERTY: You acknowledge that products, equipment and or structures will be used only by you, the renter, and only at the address which you have stated in the contract. You further agree the products, equipment and or structures will be used only for their intended purposes. You understand that you may not sub-rent any products, equipment and or structures belonging to All Season Rental or permit anyone who has not signed the rental contract to use the products, equipments and or structures for any reason.

6. DAMAGED PRODUCTS, EQUIPMENT AND OR STRUCTURES: You agree to immediately discontinue using any products, equipment and or structures which are damaged or malfunctioning. You agree to notify All Season Rental immediately of all damaged or malfunctioning products, equipment and or structures, and if possible, All Season Rental will provide any necessary replacements. All Season Rental will not be responsible for any loss or consequential damages for malfunctioning equipment or delay in replacing products, equipment and or structures. No refunds or exchanges will be issued for products, equipment and or structures returned damaged or inoperable and unacknowledged as such after signing this contract or after your items have been delivered.

7. RELEASE FROM LIABILITY: You, the renter, assume liability and risks inherent in the possession, operation, and use of rental products, equipment and or structures. You agree to assume liability claims for damage to property or bodily injury (including death) by third parties resulting from the use of, operation of, or possession of All Season Rental's products, equipment and or structures. All Season Rental will assume liability should it be found and proved that its products, equipment and or structures have not been properly installed, are damaged or reportedly malfunctioning.

8. RESPONSIBILITY FOR PRODUCTS, EQUIPMENT & STRUCTURES: Renter is responsible for products, equipment and or structures from the time rental items are picked up and or delivered until rental items are returned and or picked up. This includes responsibility for products, equipment and or structures which are not returned or picked up on time. If any portion of your rental products, equipment and or structures are lost, stolen, or damaged prior to returning items, or before your items are picked up you will be responsible for the full current replacement cost of the products, equipment and or structures on your contract, plus the rental fees which you have agreed to pay. Additionally, renting on behalf of someone other than yourself, subjects not only you but also the person whom you represent for all terms and conditions on the rental contract therein, and for any replacement costs associated with items listed on your contract. For any products, equipment and or structures that are lost or stolen, you must provide a copy of a police affidavit expressing the loss.

9. RETURN OF PRODUCTS, EQUIPMENT OR STRUCTURES: Renter agrees to return products, equipment and or structures at the end of renter's contractual agreement. Renter further agrees he or she will return all products, equipment and or structures in the same condition in which it was received. This includes china, glassware, flatware etc. All items are to be returned clean; free of residual food & drink. Additional cleaning and replacement fees will be added to all orders not returned clean and those items broken, damaged or lost during renter's rental period. You authorize your credit card on file to be charged for all replacement fees; this includes any unclean, damaged or lost merchandise. All linen and décor is to be returned undamaged, free of food, wax, confetti, debris, mildew and moisture.

10. ENTIRE AGREEMENT: Signing this contract represents an understanding of the above mentioned terms and conditions and agreement between you, the renter, and All Season Rental. Your signature confirms that no other oral or written agreements or understandings, expressed or implied, conflict with any terms and conditions in this agreement.

X

(signature)

X

(print name)

