



AAA Rental System

Established 1927

3020 W. 167th Street, Markham, IL 60428

Remit to: P. O. Box 918, Homewood, IL 60430-0918

312-666-2100 • 708-210-1200 • Fax: 708-210-1267 • aaarental.com

Status: Quote

Quote #: q9965

Will-Call: Wed 5/18/2011 8:00AM

Return: Thu 5/19/2011 5:00PM

Operator: Maria M.

Customer# 30709

AAA Rental System
3020 W. 167th St.
Markham IL 60428

708 210-1200 FAX 210-1267

Contract Info: Sample

Quoted To: Sample

Salesman: John V.

Qty	Description	Base Rate	Each	Price
5	TABLE, LONG 8' x 30"	\$8.50	\$8.50	\$42.50
50	CHAIRS, CONTOUR SELECT - BLACK	\$1.75	\$1.75	\$87.50

THANK YOU FOR CONSIDERING AAA RENTAL!

RENTAL CONTRACT

All will-call returns are due by noon on the due date. IMPORTANT. Please read before signing:

A large-print copy of the terms and conditions set forth ON BOTH SIDES of this agreement is available upon request and at www.aaarental.com's FAQ section. Customer agrees to all terms and conditions on BOTH SIDES of this agreement.

Pre-payments or reservation deposits are not refundable. Please order carefully. Credit Card: Customer (1) agrees to rental charges; (2) authorizes aaa to bill charge to customer's credit card. I have carefully reviewed all information for accuracy! *

NOTE: Unless arranged in advance, deliveries and pick ups are GROUND FLOOR 'tail gate' only. All equipment must be returned clean. Cleaning charges are at least 50% of rental rate. FOR DELIVERY CUSTOMERS: In addition to the terms on the back of this agreement, please note: * Unless AAA Credit has been pre-extended, ALL charges must be settled no later than 24 hours prior to delivery. * Freight is to and from a reasonable ground floor distance from the truck, unless arranged in advance. Missing, damaged or soiled equipment charges will be levied upon the drivers return to AAA HQ.

DRIVER: _____ TIME: _____ / _____ TRUCK #: _____

CREW: _____ DATE: ____/____/____

CUSTOMER: PLEASE READ, SIGN & PRINT YOUR NAME BELOW

SIGNATURE: _____

AAA Rental System

Rental:	\$130.00
E.P.P.:	\$13.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$143.00
iSales Tax:	\$0.00
TOTAL:	\$143.00
PAID:	\$0.00
AMOUNT DUE:	\$143.00

TERMS AND CONDITIONS

As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; the terms "Customer," "you" and "your" refer to the customer identified on Page 1; "Property" means the rented items and merchandise identified on Page 1, and "Rental Company," "we," "us" and "our" refer to AAA Rental System.

1. RENTAL. You agree to rent the Property from us for the rental term specified on Page 1 (the "Term"), and pay us our regular published rental rate(s) ("Rent"), unless otherwise specifically agreed by both parties, together with any other charges accruing under this Contract, without proration, reduction or setoff.

2. USE. You will ensure that the Property is used safely and only for its intended purpose(s) at the address set forth on the right side of Page 1 (the "Site"), in full compliance with all applicable laws, rules and regulations. You will not, nor will you permit anyone else to, attempt to repair, abuse, misuse, remove, damage or destroy the Property. You will not permit any other party to take possession of or exercise control over any of the Property without our prior written consent, which we may grant, condition or withhold in our sole discretion. You will, at your sole cost, provide adequate power for installation and operation of all tent(s), inflatables and other Property rented from us.

3. DELIVERY AND PICK UP. If we agree to deliver, install and/or retrieve the Property, you will: (a) pay our regular delivery, installation and/or retrieval charge(s), as applicable; (b) be present at the Site at the agreed delivery time; (c) ensure the Site is clean and ready for the delivery, installation, dismantling and/or pickup (as applicable); (d) contact the appropriate authorities at least 72 hours prior to the scheduled installation of any tent(s); (e) obtain all necessary licenses, authorizations and approvals in connection with such installation (including without limitation, authorizations for driving tent stakes, disturbing the soil, and erecting one or more temporary structures); (f) contact DigSafe (1(888) 258-0808) at least 48 hours prior to the scheduled installation to advise local utilities and cable companies of the planned installation; (g) mark the locations of all underground utilities; (h) inform our representatives of the same and provide us with a detailed diagram of such utilities prior to such installation; and (i) pay an additional charge for any costs we incur should we be required to assist you in doing so. You represent and warrant to us that you (a) own the Site, or (b) have obtained the Site owner's written authorization to install any tents rented from us (and will provide a copy of the authorization to us at our request). Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one day rental. A knock down fee will result if rental items are still up.

4. RETURN OF PROPERTY. You will return the Property to us, clean and otherwise in good order, condition and repair, by noon on the last day of the Term. If you fail to do so, you will pay us (a) Rent for each succeeding full rental period until the Property is replaced or returned to us in the required condition and (b) a reasonable charge to enable us to return the Property to the required condition, or replace it (including all packing, shipping, handling and other associated costs). If the Property is not properly Packaged upon return to us, you will pay us a reasonable charge for re-packaging.

5. DEPOSITS. You agree that we may deduct any amount you owe us from any deposit you have provided to us. The amount of such deposit is not a limit of your liability or responsibility. You will not be entitled to interest on such deposit. Reservation deposits are non-refundable.

6. WEATHER AND OTHER RISKS. TENTS ARE TEMPORARY STRUCTURES AND MAY COLLAPSE DURING SEVERE RAINSTORMS, SNOWSTORMS OR WINDSTORMS. If hazardous weather occurs or is imminent, you will: (a) cause all occupants to evacuate; and (b) protect the Property; (c) and permit our representatives to dismantle and store or retrieve, the Property (without obligating us to do so). Customer assumes all weather related risks involved in holding an outdoor tented event. Customer shall still be liable for payment in full of all charges.

7. MATERIAL. All tents are subject to stretching and retracting of 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.

8. TRAINING AND SAFETY INSTRUCTIONS. You agree: (a) that you have received, read and understood the training, instructions, user manuals, and other information (including all training required under applicable ANSI Standards, if any) regarding the proper and safe transportation, installation, use, maintenance and storage of the Property ("Instructions"), and you will fully comply therewith; (b) you will use the Property only for its intended purpose(s), in a reasonable and safe manner; (c) you will not permit cooking and/or the use or storage of fire sources, open stoves or flammables inside any tent; and (d) you will discontinue use of the Property if it malfunctions or is found to be defective (an "Equipment Failure"). For additional safety information, please refer to our website at www.aaarental.com or call us at the 24-hour telephone number listed on Page 1.

9. RECEIPT/INSPECTION OF PROPERTY. You represent and acknowledge that the Property: (a) has been carefully examined and counted by you; (b) is in good operating condition and repair and is in all ways acceptable to you; (c) is appropriate for your purposes, not based on any recommendation by us; and (d) is made available to you without any warranty by us except as expressly set forth in the Section entitled "Replacement by Us" below.

10. REPLACEMENT BY US. In the event of an Equipment Failure, you will immediately discontinue use, notify us, and return the Property to us, whereupon we will (at our option): (a) repair it; (b) provide you with reasonably similar replacement Property; or (c) make comparable property available as soon as reasonably possible. The foregoing remedy is EXCLUSIVE. We will have no obligation other than as set forth in this Section with respect to Equipment Failures. You expressly waive, any and all other claims against us for damage, loss or expense arising in connection with any Equipment Failure, including without limitation, incidental, consequential, special and punitive damages, and any and all rights and/or claims arising under the Uniform Commercial Code ("UCC"). The statutory limitations period applicable to your claims under this Paragraph, if longer than one (1) year, is hereby limited by agreement to one (1) year from and after discovery of the Equipment Failure.

11. POSSESSION/TITLE. We will retain title to the Property at all times. You will not permit the taking of any liens or other similar claims on any portion of the Property, and you will ensure that any and all liens, if taken during the Term, are released as soon as possible.

12. ASSIGNMENT AND SUBLETTING. You may not, voluntarily or involuntarily, transfer (whether by sale, sublease, creation of a security interest, assignment, loan, attachment, levy or other judicial process) any portion of or interest in the Property or this Contract without our prior written consent, and any attempt to do so in violation hereof so shall be void.

13. EQUIPMENT PROTECTION PLAN. If accepted by Customer, Rental Company agrees, in consideration of an additional charge of 10% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 [Dirty or Damaged Equipment]. For Equipment Protection Plan charge provided the Customer takes reasonable precautions to protect rental items. The Rental Company assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Equipment Protection Plan is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Company reserves the right to collect from person or company causing damage. THE CUSTOMER UNDERSTANDS THAT THE EQUIPMENT PROTECTION PLAN IS NOT INSURANCE. THE CUSTOMER IS OBLIGATED TO SUBMIT TO THE RENTAL COMPANY A POLICE REPORT ON ALL LOSSES COVERED UNDER EQUIPMENT PROTECTION PLAN. The Customer may decline the Equipment Protection Plan charge by making a cash deposit equal to full value of rental items.

14. INSURANCE. If any of the Property is to be used for a commercial purpose, you agree to maintain (a) property damage insurance for the full replacement value of the Property, and (b) commercial general liability insurance covering all operations and contractual obligations with minimum limits of \$1,000,000 per occurrence, and to name us as an additional insured and loss payee on both policies. If any Property is used in connection with the dispensing of alcoholic beverages, you will obtain host liquor liability insurance naming us as an "additional insured." You will ensure that your employees, agents and contractors refrain from serving alcoholic beverages to any person(s) who appear to be intoxicated. All such insurance shall be primary and shall waive subrogation against us. You agree to provide to us copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term. Any insurance we carry will be deemed to be in excess of your insurance.

15. DEFAULT/REMEDIES. If you fail to fully and timely comply with any provision of this Contract, or you become insolvent, you will be deemed in default, whereupon at our option, we will be entitled to: (i) terminate this Contract; (ii) recover the Property; (iii) recover from you our direct, indirect, incidental and consequential damages and costs; (iii) purchase replacement Property as necessary and recover the cost thereof from you; (iv) seek immediate relief from any automatic stay in bankruptcy; (v) recover from you interest on all such amounts at the rate specified herein; and/or (vi) pursue any other rights and remedies available under or in connection with this Contract, at law or in equity.

16. INTEGRATION. Except only as expressly set forth herein, this Contract represents the entire agreement between you and us and supersedes all other agreements and representations (including without limitation, our website and all other advertising media). This Contract cannot be amended or extended except in a writing signed by both you and us.

17. WARRANTY WAIVER AND INDEMNITY. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, ALL OF WHICH IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS OR FREEDOM FROM DEFECTS (LATENT OR PATENT), NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT WITH INTELLECTUAL PROPERTY RIGHTS REGARDING THE PROPERTY. NO DESCRIPTIONS OR OTHER ASSERTIONS, REGARDLESS OF WHERE THEY MAY APPEAR, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES. YOU EXPRESSLY WAIVE ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED.

18. YOU ASSUME ALL RISK OF PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE RESULTING FROM OR IN CONNECTION WITH THE TRANSPORTATION, DELIVERY, LOADING, UNLOADING, ERECTION, INSTALLATION, USE, MAINTENANCE, DISMANTLING, STORAGE, RETRIEVAL AND REPOSSESSION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY PERSONAL INJURIES AND/OR DAMAGES CAUSED IN WHOLE OR IN PART BY SEVERE WEATHER, CONTACT WITH UTILITY LINES OR CABLES, DAMAGE TO CONCRETE, ASPHALT AND OTHER GROUND SURFACES, SLICK OR UNEVEN GROUND OR FLOOR SURFACES, PROXIMITY TO HEAT SOURCES AND/OR FLAMMABLE OR NOXIOUS SUBSTANCES, STRETCHING, CRACKING, TEARING, LEAKING, MOLD AND MILDEW), WHETHER SUFFERED BY YOU AND/OR YOUR OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, SUBROGEEES AND ASSIGNS (COLLECTIVELY, THE "CUSTOMER PARTIES"), AND YOU, FOR YOURSELF AND FOR EACH OF THE CUSTOMER PARTIES, HEREBY RELEASE AND DISCHARGE US FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY (US), AND OUR OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE FOREGOING, WHETHER OR NOT RESULTING FROM OR ARISING IN CONNECTION WITH OUR NEGLIGENCE.

19. WARNING REGARDING CRIMINAL CONVERSION. FAILURE TO RETURN PROPERTY CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. YOUR ATTENTION IS DIRECTED TO 720 ILCS 5/16-1.1, 16-3 and 16A-3(h).

20. SALES. All transactions identified on Page 1 as "sales" or "purchases" are FINAL and are made "AS-IS, WHERE-IS, WITH ALL FAULTS." The warranty waivers and indemnity provisions set forth above apply in all respects to any items, whether new or used, that you may purchase from us.

21. GENERAL PROVISIONS. This Contract will be governed by the laws of the state and county where our office is located, and proper jurisdiction and venue shall lie only there. You will pay us all reasonable attorneys' fees and other costs we incur in enforcing this Contract. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, 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 to this Contract. All warranty exclusions and limitations contained herein will be effective as against you and all third parties. Our failure or delay in the exercise, of any rights or remedies will not constitute an election of remedies or a waiver of any other remedy we may have. You grant us a perpetual license to display, modify and distribute all audio and video (including photographic and videographic) representations which include any of the Property, both publicly and privately, in any manner we deem appropriate. You waive the benefits of any and all statuses of limitations regarding our rights and remedies. This Contract allocates the risk of injury or damage to persons or property arising in connection with the Property, and that allocation is reflected in the Rent. Though this is not an extension of credit, all amounts due hereunder but not timely paid will bear interest at the lesser of (a) 2.0% per month or (b) the highest rate permitted under applicable law until paid in full.

A LARGE-PRINT VERSION OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE FRONT OF THIS AGREEMENT IS AVAILABLE UPON REQUEST.