

## TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) **Definitions.** As used in this Contract, "Page 1" refers to the first page or "face" of this Contract. "Rented Item(s)" means the items rented to you, as identified on Page 1, "Customer," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "AAA," "we," "us" and "our" mean Heiferman, Inc. d/b/a "AAA Rental System."

(2) **Rental.** You agree to rent the Rented Item(s) from AAA for the period(s) specified on Page 1 (the "Term"), and to pay AAA its stated rental rate(s) (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 AAA. Rental rates are for normal use of the Rented Item(s) (i.e., (i) on a single-event basis for special events rentals, and (ii) on a single-shift basis, meaning 8 hours per day, 40 hours per week, 160 hours per month with respect to all other Rented Items) during the Term. The Rent will be increased for any additional time or use. No allowance will be made for weekends, holidays, time in transit or other period(s) of nonuse. We have estimated the Rent (the "Estimated Rent") based on your estimates of the types and numbers of Rented Items you require, as well as the length of the Term. You agree to pay us: (a) the Estimated Rent prior to commencement of the Term (the "Prepayment"); and (b) any additional amounts coming due hereunder upon demand by AAA. Any property remaining in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and will immediately become the property of AAA.

(3) **Deposits.** The Rented Items will be reserved only upon our receipt of the "Deposit" (if any) specified on Page 1. If you fully and timely comply with this Contract, we will credit the Deposit against the total of all amounts due hereunder at the end of the Term. **Deposits are otherwise non-refundable.** You agree that: (a) we may deduct any amount you owe AAA from any Deposit or Prepayment; (b) no interest will accrue thereon; and (c) no Deposit or Prepayment will constitute a limit of your liability.

(4) **Use 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"); and (iv) in full compliance with the "Instructions" identified in Section (7) below, as well as all laws, rules, regulations and policies of insurance applicable to any Rented Item(s) or the use thereof; (b) adequate power and lighting for installation and use of the Rented Item(s) is provided; and (c) **ALL CHILDREN USING RENTED ITEM(S) ARE SUPERVISED BY AN ADULT.** You will not, nor will you permit anyone else to, abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, possess or exercise control over, any of the Rented Item(s) without our prior consent (granted or denied in the sole discretion of AAA).

(5) **Delivery and Retrieval.** If we agree to deliver and/or retrieve any Rented Item(s), you agree to: (a) pay AAA's delivery and/or retrieval charge(s); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure all representatives of AAA have reasonable access to the Site and that the Site is clean and ready for delivery, installation, and/or retrieval, as applicable; (d) give any required notice(s) to governmental authorities; and (e) obtain all necessary licenses, authorizations and approvals. **AAA will not be responsible for any delay(s) caused by the acts or omissions of any other parties,** including any providers of other equipment, products or services related to your planned use of the Rented Item(s) ("Other Providers") for which you agree to indemnify, defend and hold harmless AAA. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of AAA's representatives regarding the same (including the status, location, condition and quantities of all Rented Item(s) delivered and/or retrieved).

(6) **Protection and Return.** You agree to protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You agree to return the Rented Item(s) to AAA clean and otherwise in good order, condition and repair, by noon on the last day of the Term, packed in the same manner as that in which they were delivered and otherwise in the condition required in the Addenda(um) provided by AAA. If you fail to do so, then in addition to the remedies set forth in Section (13) of this Contract, you will pay AAA: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all direct and indirect costs and expenses AAA may incur in: (i) doing so, or at our option, (ii) repairing or replacing such Rented Item(s).

(7) **Inspections/Safety.** Upon your execution of this Contract (or upon later delivery of the Rented Item(s), unless you immediately reject it), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been **carefully selected, examined, counted and tested by you;** (ii) is in good repair and operating condition and is in all ways acceptable to you; and (iii) is appropriate for your purposes based on your own assessment, and **not based on the recommendation of AAA;** and (b) you: (i) have received, read and understood any and all instructions, warnings, and other information, if any (including all instructions, warnings and/or training required under applicable Fire Codes, EPA, OSHA and/or ANSI Standards, if any) regarding the proper and safe transportation, installation, use, occupancy, maintenance and storage of the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (v) will **advise the appropriate Utilities Protection Service(s), mark all underground utilities and cables (call 811 for details), and obtain all necessary licenses, permits and approvals prior to driving stakes or otherwise disturbing any ground surface;** (vi) will not permit the use or storage of heat or fire sources, open stoves or flammables unreasonably close to or inside of any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and enforce an effective **EVACUATION PLAN** for all rented Tents; and (ix) will cause all other parties to comply with this Section. For additional safety information, please go to our website at [www.aaarental.com](http://www.aaarental.com) or call us at the number listed on Page 1.

(8) **NOTICE. You must provide notice** to owners and operators of underground utilities or CATS facilities as required under 220 ILCS 5071, et seq. **CALL 811 at least 48 hours before digging, driving stakes or otherwise disturbing the ground surface.**

(9) **Certain Risks. TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER** (e.g., rain, snow, sleet, hail and high winds). If hazardous weather occurs or threatens, you will: (a) cause all occupants to **DISCONTINUE USE OF AND EVACUATE** such Rented Item(s); (b) protect the Rented Item(s); and (c) **PERMIT AAA, AT ITS SOLE OPTION, TO DELAY DELIVERY, OCCUPANCY AND/OR INSTALLATION OF, OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH RENTED ITEM(S)** (without obligating AAA to do so). **YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AAA FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE FOREGOING.**

(10) **Replacement.** In the event of a Malfunction, you will immediately notify AAA, and AAA will (at its option): (a) repair the subject Rented Item; (b) provide you with a replacement or comparable item; or (c) return the unused portion of the Rent previously received from you and cancel this Contract. The foregoing remedies are **EXCLUSIVE.** AAA will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising therefrom or associated therewith.

(11) **Ownership.** AAA owns all Rented Item(s), and your sole right is to use it/them in full compliance with this Contract during the Term. You agree not to: (a) permit the taking of any lien, claim or encumbrance thereon, or (b) **transfer, assign or sublease any Rented Item(s) or this Contract without AAA's prior written consent.** A transfer of more than 50% of the equity or voting control of the Customer will be deemed a transfer for these purposes.

(12) **Insurance.** You will maintain all insurance AAA deems necessary, naming AAA as an additional insured and loss payee and waiving subrogation against AAA. Unless otherwise agreed by AAA, you will maintain: (a) property damage insurance for the full (new) replacement value of each Rented Item, and (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. If any Rented Item(s) is/are used in connection with dispensing alcohol, you will maintain host liquor liability insurance and ensure that your employees and agents refrain from serving alcohol to minors and person(s) who appear intoxicated. All insurance you provide will name AAA as an additional insured and loss payee, and will be primary (AAA's being excess). You will provide to AAA advance copies of the proper endorsements for such coverages stating they will not be cancelled during the Term.

(13) **Default/Remedies.** 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 AAA; (c) become insolvent; or (d) die or cease conducting business; you will be in default, whereupon, AAA 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 or conversion; (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 AAA's associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(14) **WARRANTIES/INDEMNITY.** AAA IS NOT THE MANUFACTURER OR DESIGNER OF THE RENTED ITEM(S). ACCORDINGLY, THE RENTED ITEM(S) IS/ARE PROVIDED **"AS-IS"**. AAA MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY RENTED ITEM OR SERVICE PROVIDED BY AAA, NOR DOES AAA MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. **AAA'S DESCRIPTIONS AND ADVERTISEMENTS DO NOT CONSTITUTE REPRESENTATIONS OR WARRANTIES BY AAA, YOU ASSUME ALL RISK OF INJURY, LOSS, DAMAGE AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, STORAGE, MAINTENANCE, REPAIR AND/OR REPOSSESSION OF EACH RENTED ITEM, WHETHER OR NOT YOUR FAULT. YOU HEREBY RELEASE AND DISCHARGE AAA FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AAA AND ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, 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 EACH OF THE RENTED ITEM(S) (INCLUDING WITHOUT LIMITATION, ALL COSTS ASSOCIATED WITH REPAIRING AND/OR REPLACING THE SAME), EVEN IF ARISING FROM THE NEGLIGENCE OF AAA, ITS EMPLOYEES OR AGENTS.**

(15) **Additional Waivers.** You hereby waive: (a) **all rights and remedies conferred upon you under the Uniform Commercial Code, and (b) any and all incidental, consequential, special, exemplary and punitive damages against AAA, its owners, officers, directors, agents and employees.** Your duties hereunder are **UNCONDITIONAL.**

(16) **Media.** You hereby grant AAA a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include any Rented Item(s), both publicly and privately, in such manner as AAA deems appropriate.

(17) **Sale Terms.** Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "As Is" and "With All Faults," and are subject to the terms of Sections 7, 8, 9, 14, 15, 16 and, as applicable, 18 hereof. All item(s) not specifically identified as Sale Items on Page 1 will be deemed Rented Item(s).

(18) **Miscellaneous.** This Contract, and any Addenda provided by AAA (all of which are incorporated herein and deemed to supplement the terms hereof), represent the entire agreement between you and AAA, superseding all other agreements and representations (including AAA's website and advertising). You will pay: (a) AAA's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Rented Item(s). If any provision of this Contract is deemed unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain in full force and effect. **Time is of the essence.** There are no third-party beneficiaries hereto. AAA may, without notice or liability to you, inspect, service and/or retrieve the Rented Item(s) at any time. Neither AAA'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 AAA may have. If any performance required of AAA is rendered impractical as a result of any act or omission of any Other Providers or any "Act of God" (e.g., any event, fact or circumstance beyond AAA's reasonable control), AAA will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay AAA the maximum lawful charge for any check you write which is returned NSF. **AAA's maximum liability under or in connection with this Contract is limited to the Rent actually paid by you hereunder.** All warranty exclusions and limitations contained herein will be effective as against you and all third parties. You waive the benefits of all applicable statutes of limitation regarding AAA's rights and remedies. This Contract allocates to you certain risks arising in connection with the Rented Item(s), and that allocation is reflected in a reduced Rent. This Contract will be deemed to apply not only to the Rented Item(s) identified on Page 1, but **also to all other items you rent from AAA at any time** (except only as otherwise agreed by AAA). This Contract: (A) is a true (operating) lease, and not a financing arrangement; (B) cannot be further amended or extended except in a writing signed by both you and AAA; and (C) will be governed solely by the laws of the United States and the State of Illinois. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the county and state where our rental store, from which you rented the Rented Item(s), is located. Your handwritten, digital, electronic, photocopied or facsimiled signature on Page 1 will be enforceable as an original.

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

LARGER-PRINT VERSIONS OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON PAGE 1 ARE AVAILABLE UPON REQUEST

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**EQUIPMENT PROTECTION PLAN (EPP):** For a percentage of the total rental amount, AAA RENTAL will gladly excuse you from paying repair or replacement costs for any reasonable accidental damage that may occur to our equipment while in your care. EPP DOES cover wind and storm damage to tents. EPP does not cover loss due to misuse or negligence of any type. EPP does not cover cleaning charges. EPP does not cover missing equipment for any reason. EPP is highly recommended, yet optional. EPP is not refundable. Certain restrictions apply, please call 708-210-1200 for more information.