

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and BRI, Inc., an Indiana corporation, d/b/a "A Classic Party Rental" (hereinafter, "A Classic," "Lessor," "we," "us" and "our") as follows:

1. **Rental.** As used herein, "P.1" refers to the first page or "face" of this Contract; the terms "Customer," "you" and "your" mean the customer (party "RENTED TO:") identified on P.1; and "Rented Item(s)" or "Item(s)" means the items rented to you, as identified on P.1. You agree to rent the Rented Item(s) from Lessor for the "Term" and pay us the rent ("Rent") specified on P.1, together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by Lessor as being in the proper return condition required hereunder.

2. **Reservations.** We have estimated the Rent you will owe hereunder (the "Estimated Rent") based on your estimate of the length of the Term and Item(s) required. Except only as my otherwise be separately agreed in writing by Lessor: (a) the Rented Items will be reserved only upon our receipt of the "Reservation Fee" specified on P.1 (or, if not specified, 100% of the anticipated total Estimated Rent for tent rentals, and 25% of the total Estimated Rent for all other items); (b) payment of all Estimated Rent and other charges (together with the Reservation Fee and any deposit, the "Prepayment") will be due no later: (i) 2 days before the date of your event if made by credit card, or (ii) one week prior to the date of your event if made by check; and (c) delivery of the Rented Item(s) will not be scheduled until we have received the entire Prepayment. No Prepayment shall be an upper limit of your liability, but merely an estimate of the anticipated charges. We accept all major credit cards.

3. **Cancellations.** Prepayments for tents are nonrefundable in all events. Prepayments for other Rented Item(s) will be fully refunded only if you cancel this Contract in writing at least 30 days prior to the scheduled date of your event. In all other events of cancellation with respect to Item(s) other than Tents, we will retain: (a) 75% of the Prepayment if no Rented Item(s) has/have been loaded for shipment to the Site as of our receipt of your written notice of cancellation; or (b) 100% of the Prepayment in all other events. If you fully and timely comply with this Contract, we will credit your Prepayment against the amounts due hereunder. You agree that: (i) we may deduct any amount you owe us from any Prepayment; (ii) such Prepayment shall not be a limit of your liability to us; and (iii) no interest will accrue on such Prepayment. For cancellations by "house account" customers (those who have not been required to deliver the full Prepayment to us in advance), you agree to immediately pay Lessor: (A) 75% of the Estimated Rent if no Rented Item(s) has/have been loaded for transportation to the Site as of our receipt of your written notice of cancellation; or (B) 100% of the Estimated Rent in all other events.

4. **Delivery, Installation, Retrieval.** If we agree to deliver, install and/or retrieve any Rented Item(s), you agree to: (a) be present at the Site at the agreed time(s); (b) ensure the Site is properly prepared and reasonably clean, safe and secure; (c) give any required notice(s) and obtain all necessary licenses, authorizations and approvals (including authorizations for driving tent stakes, disturbing the soil, and/or erecting temporary structures); (d) advise all local utilities and cable companies, and mark all underground utilities (See Section 5); and (e) inform our representatives of the same and provide us with a detailed diagram thereof prior to installation. You will pay us an additional charge if we assist you with any of the foregoing (*additional charges may apply for certain deliveries and/or services provided outside of our regular business hours*). You authorize us to drill holes or drive stakes as we deem necessary in order to anchor the Rented Item(s). For an additional fee, we will fill the holes or install shields after removal. You represent and warrant that you (i) own the Site, or (ii) have obtained the owner's written authorization to install any tents and amusements rented from us and will provide us a copy of the authorization on request. We are not responsible for delays caused by other parties, including providers of other equipment or services for your event ("Other Providers"), for which you agree to indemnify, defend and hold harmless Lessor. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives, including the status, condition and quantities of Rented Items.

5. **Inspection/Acceptance.** Upon your execution of this Contract (or upon later delivery of the Rented Item(s), unless you immediately reject it/them), 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, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by Lessor; and: (b) you: (i) have received, read and understood the training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable Fire Codes, EPA, OSHA, ANSI, IBC, ASSE, ASME and NFPA Standards, if any) regarding the proper and safe transportation, installation, use, 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 its 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 or in Indiana, 800-382-5544, or go to www.indiana811.org, at least 3 full business days in advance), and obtain all necessary licenses, authorizations, permits and approvals prior to digging, driving stakes or otherwise disturbing the soil or any ground surface; (vi) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and post in a conspicuous place an OSHA-compliant EVACUATION PLAN for all "Temporary Structures" (defined below) rented from Lessor; (ix) will ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; and (x) will cause all other parties dealing with Rented Item(s) to comply herewith at all times.

6. **Use.** YOU AGREE TO 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 P.1 (the "Site"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with Section 5, as well as all applicable laws, rules, regulations and ordinances; and (b) adequate power, heating and lighting are provided to/for the Rented Item(s). You will not, nor will you permit anyone else to abuse, misuse, 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 (which consent may be granted, conditioned or denied in the sole discretion of Lessor).

7. **Malfunctions.** In the event of a Malfunction, you will immediately notify us, and provided the Malfunction did not result from the willful or negligent act or omission, or any breach of this Contract, by you or any person you permit to use or deal with the Item(s), we will (at our option): (a) repair the Rented Item; (b) provide you with a replacement Item; or (c) return the unused portion of the Rent previously received from you and cancel this Contract. The foregoing remedy is EXCLUSIVE. We will have no other obligation(s) with respect to Malfunctions. You waive, any and all other claims against Lessor, including without limitation, incidental, consequential, special, exemplary and punitive damages.

8. **Return.** You agree to protect the Rented Item(s) and its/their contents at all times and keep it/them safely and securely stored and locked when not in use. Unless you have engaged us to break down, clean and/or retrieve any Rented Item(s) (as specified on P.1), you will return all such Item(s) to us on time, clean and otherwise in good order, condition and repair, properly "Packed" as specified below. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) is/are replaced or returned as required; and (b) all costs and expenses associated with returning it/them in the proper condition or, at our option, replacing it/them. Certain Items may be delivered on pallets, in crates, cartons or boxes, stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you agree to ensure that all Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.

9. **WARNING: TENTS AND AMUSEMENTS ("TEMPORARY STRUCTURES") CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER.** You agree to: (a) maintain and post an OSHA-compliant EVACUATION PLAN for all such Rented Item(s); (b) if severe weather occurs or threatens, discontinue use of and EVACUATE such Rented Item(s); (c) notify Lessor of the

same as soon as possible; (d) take all necessary steps to: (i) ensure the safety of all occupants, and (ii) protect all Rented Items; and (e) permit Lessor to postpone delivery and/or installation of, or dismantle and store or retrieve any Rented Item(s) (without obligating us to do so).

10. **Ownership:** Except with respect to Rented Items we rent from one or more third parties (each, a "Third-Party Owner" or "TPO") and then re-rent to you ("Re-Rented Items"), we own and will retain title to all Rented Items at all times. 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, security interest or encumbrance on any such Item. You shall not loan, transfer, sublease or assign any Rented Item or this Contract without the prior written consent of Lessor, and if applicable, the TPO(s). We may sell and/or assign all or any part of our interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee.

11. **Insurance.** You agree to maintain all insurance we deem necessary, which may include without limitation: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; and (b) property damage/inland marine insurance (including coverage for property in transit), covering all Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name Lessor as an additional insured and loss payee; (ii) waive subrogation against us; (iii) be written with carriers and on terms (including deductibles) acceptable to Lessor; (iv) include a severability of interests provision; and (v) be primary (our insurance will be excess). You agree to provide us with copies of the proper endorsements for the above coverages specifying that they will not be cancelled during the Term.

12. **Damage Waiver.** If and only if we have offered, and you have elected to purchase the **OPTIONAL DAMAGE WAIVER** and paid the applicable Damage Waiver fee before the Term commences, then solely with respect to Item(s) covered by Damage Waiver ("Covered Items"), your liability for the cost to repair or replace such Items will be limited as set forth in our Damage Waiver Addendum, a copy of which you acknowledge receiving and carefully reviewing. You may decline Damage Waiver if you fully comply with this Contract (including §11). **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. **NO WARRANTIES.** LESSOR IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS," EXCEPT ONLY AS REQUIRED BY APPLICABLE LAW, NEITHER LESSOR NOR ANY TPO MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR WORKMANLIKE PERFORMANCE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES LESSOR OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, MODELS, DEPICTIONS, OR ADVERTISEMENTS OFFERED OR ACCEPTED BY LESSOR OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

14. **INDEMNIFY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, DELIVERY, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT; (B) RELEASE AND DISCHARGE LESSOR AND EACH TPO FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND EACH SUCH TPO, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, 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 (INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF LESSOR). You hereby waive any and all rights, claims and damages arising under the Uniform Commercial Code as adopted in Indiana, as well as all incidental, consequential, special, exemplary and punitive damages, against Lessor and each TPO. Your duties hereunder are UNCONDITIONAL.

15. **Default/Remedies.** If you: (a) fail to fully and timely: (i) pay or perform any of your obligations arising hereunder or (ii) comply with any other provision of this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except if and to the extent covered by Damage Waiver, as provided in Section 12), 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 or other transgression (for which you hereby indemnify and hold harmless Lessor); (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 our 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.

16. **Miscellaneous.** This Contract, and any Addenda provided by Lessor (including Lessor's Damage Waiver Addendum) all of which are incorporated herein, represent the entire agreement between you and Lessor, and supersede all other agreements and representations, including our website and advertising. You will pay our attorneys' fees and other costs of enforcing this Contract. You will timely pay all taxes, fines, fees, assessments and other charges related to the Rented Item(s). We may, at our option, take photos and/or videos and/or make recording(s) ("Media") of your event. You hereby grant us a perpetual, paid-up, royalty-free license to edit, copy, display and distribute all such Media, publicly or privately, in any manner we deem appropriate. 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 valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s) (who is/are intended third-party beneficiary(ies) solely with respect to your obligations hereunder). We may, without notice or liability to you, inspect and/or monitor (e.g., via GPS or telematics) any Rented Item(s) at any time, and all data generated thereby will be deemed the sole property of Lessor. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available hereunder, at law or in equity will constitute an election of remedies or a waiver of any right or remedy we may have (all of which shall be cumulative). If any performance required of us 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 our reasonable control), we will be excused therefrom. You waive all statutes of limitations regarding our rights and remedies. You authorize us to check your credit with one or more credit bureau(s), and to submit all amounts due and coming due hereunder for payment on your debit or credit card. All amounts due hereunder but not timely paid will bear interest at the maximum lawful rate. You will pay us the maximum lawful charge for any declined debit or credit card you provide or any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent actually paid by you hereunder. We will have the right of first refusal to provide all other items to be rented in connection with your event. This Contract will apply not only to the Rented Item(s) identified on P.1, but also to all other items you rent from us at any time unless otherwise agreed by Lessor. Your handwritten, digital, electronic, photocopied, or facsimiled signature and/or initials appearing on this Contract and/or any Addenda will be deemed the equivalent(s) of (an) original(s). This Contract cannot be amended or extended except in a writing signed by Lessor, and will be governed solely by the laws of Indiana. Proper venue for any and all civil legal actions commenced in connection herewith shall lie solely and exclusively in Marion County, Indiana (unless waived by Lessor), and you hereby waive all claims that such venue constitutes an inconvenient forum.

The undersigned has carefully read, and agrees to, the terms of this Contract.

Signature of Customer/Lessee: _____