

## TEC ENTERTAINMENT, INC

4238 Ridge Lea Road, Amherst NY 14226

[www.tecentertainment.com](http://www.tecentertainment.com)

p. 716.877.4400 f. 716.961.1697

### RENTAL AGREEMENT

RENTAL. Customer agrees to rent the property (the "Rented Property"), shown on the front of this Contract, for the total due on the Contract, beginning the day and hour when the Rented Property is rented out and ending the day and hour when it is due back. If Customer wants to keep the Rented Property after the time it is due back, Customer must obtain and pay for an extension in writing from the company renting it to Customer ("TEC").

INSPECTION. Customer agrees that Customer has inspected all Rented Property prior to its receipt, will inspect it prior to its use, and will continue to inspect it at all times prior to its return to TEC. Unless Customer gives TEC a written notice of a problem or defect with the Rented Property, Customer agrees that the Rented Property was in good condition and repair when rented, and is satisfied with and has accepted and maintained such Rented Property in good condition and repair until its return to TEC.

SAFETY REGULATIONS AND EQUIPMENT. Customer acknowledges receipt of TEC's instructions as to the safe operation and practices with respect to the Rented Property, and agrees that Customer, and all persons permitted to use the Rented Property by Customer, will, at a minimum, comply with such instructions and all safety provisions described in this Contract. Customer acknowledges that TEC DOES NOT RENT SAFETY EQUIPMENT of any type, including, but not limited to, nets, lanyards, belts, ropes and grabs, and Customer agrees that Customer is solely responsible to obtain any such safety equipment.

USE, STORAGE AND BREAKDOWNS. Customer agrees that if Rented Property is not Staffed and Insured by TEC to safely load, unload, transport, operate and store the Rented Property, and is the only one responsible for injury to Customer and to others for its misuse or incorrect loading, unloading, transport, or storage. If any of the Rented Property becomes unsafe, in need of repair, or if someone is injured by the Rented Property, Customer will immediately stop using it and immediately notify TEC. Customer will secure and maintain the Rented Property and the circumstances which exist at the time of any such occurrence until the incident has been fully investigated. TEC is not the manufacturer of, and gives no warranties with respect to, the Rented Property, and CUSTOMER WAIVES THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SETUP. If the Rented Property requires installation or setup, Customer agrees that the Rented Property will be installed at the address indicated on the Contract. Regardless of whether or not the Rented Property is setup by TEC, Customer agrees that it is Customer's responsibility, at Customer's cost, to make sure that

Customer has all of the necessary permits, licenses, and approvals to use the Rented Property at such location. Customer agrees that Customer has been advised of the electrical requirements for the Rented Property, and agrees to give free and nearby access to electrical power to TEC for any of the Rented Property being setup by TEC. If TEC determines that a generator is necessary to operate any of the Rented Property because of the unavailability of adequate or nearby electricity, Customer agrees to provide to or rent from TEC, a generator, in order to furnish such electrical power. Customer understands that the installation of the Rented Property may be required several days before an event, and, if installed by TEC, Customer agrees to have the site clean and clear of all obstacles that would prevent access or installation of the Rented Property, at least three (3) days in advance of the event. Customer agrees that for Rented Property installed by TEC, it may be uninstalled by TEC after the time it is due back to TEC, at no additional cost to Customer.

DAMAGE. Customer agrees to return the Rented Property in the same clean, good working, and undamaged condition as when rented or Customer will be charged a cleaning fee, and if the Rented Property is destroyed, stained, lost, stolen, or seized, Customer agrees to pay to TEC the full replacement cost of the Rented Property (including transportation and destination charges). **THE FAILURE TO RETURN THE RENTED PROPERTY MAY SUBJECT CUSTOMER TO CRIMINAL PROSECUTION.**

INDEMNIFICATION. TEC IS NOT RESPONSIBLE IF EQUIPMENT IS NOT STAFFED AND INSURED BY TEC TO THE CUSTOMER OR TO ANY OTHER PERSONS, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD TEC HARMLESS, FOR ALL ACTIONS, CLAIMS, PROCEEDINGS, INJURIES, DAMAGES AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND COURT COSTS) BECAUSE OF BREAKDOWN, DEFECT, MISUSE, FAILURE TO USE PROPER SAFETY EQUIPMENT, OR INCORRECT LOADING, UNLOADING, OR TRANSPORT, OF THE RENTED PROPERTY. CUSTOMER KNOWINGLY, FREELY AND VOLUNTARILY WAIVES ANY RIGHT THAT CUSTOMER'S INSURANCE COMPANY MAY HAVE TO BRING ANY TYPE OF ACTION AGAINST TEC WITH RESPECT TO THE RENTED PROPERTY.

REMEDIES. CUSTOMER FREELY, KNOWINGLY, AND VOLUNTARILY AGREES THAT:

(A) For all time periods that the Customer fails to return the Rented Property after it is due back to TEC, Customer agrees to pay TEC 150% of the total due as shown on the Contract;

(B) Regardless of weather, deposits are non refundable. Cancellations must be received 72 hours prior to show or entire deposit is forfeited. Otherwise deposits may be used for another show, but not refunded. With respect to inflatables only, if because of bad weather (as determined by TEC), an event is cancelled, customer has the option of renting a similar inflatable or other equipment from TEC at any time within 12 months after the originally scheduled event, in which

case all prepaid money to TEC, will be applied to the cost of the new rental. If Customer exceeds the 12 month deadline, Customer forfeits all prepaid money to TEC;

(C) Customer authorizes TEC, as Customer's irrevocable agent, to complete and sign all charge or debit card slips for Customer's bank card for all amounts due TEC by Customer under the Contract, including cleaning charges and damage to the Rented Property and the full replacement cost of the Rented Property if lost, irreversibly stained, stolen or seized;

(D) Customer authorizes TEC to file a mechanic's lien against any of Customer's real property upon which the Rented Property was used for all amounts due TEC by Customer under the Contract;

(E) Customer agrees to pay TEC's attorney fees and costs if Customer does not abide by this Agreement, and Customer agrees to pay interest at the rate of 1.3 % per month on all late payments under this Agreement.

(F) Customer authorizes TEC, as Customer's irrevocable agent, to complete, sign and file all claims and documents with Customer's insurance company for all of Customer's liability under this Contract.

*I hereby acknowledge receipt of the equipment listed on the attached Rented Property receipt and understand the terms of the above rental agreement.*

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

TEC Entertainment \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_