

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Leroy Dixon Enterprises, Inc., a Maryland corporation, d/b/a "Party Plus Tents + Events" (hereinafter referred to as "PPTe") agree as follows:

- As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "§"] 6 below); "Site" means the address where the Item(s) will be delivered and/or used during the Term, as set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean PPTe.
- You agree to rent the Rented Item(s) from PPTe for the period(s) specified on P.1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by PPTe in the return condition required under §§ 5 and 7. We have estimated the Rent based on your request as of the date of our Proposal (the "Estimated Rent"). Proposals submitted by PPTe and not accepted by you in writing within 14 days of the date of this Proposal will be deemed expired. You agree: (a) to pay PPTe: (i) the deposit specified on P.1 (or if none, 50% of the Estimated Rent) (the "Deposit") if and when we accept your order (the "Reservation"); (ii) the balance of the Estimated Rent at least one day prior to the originally scheduled delivery/installation date of the Rented Item(s) per § 5 (together with the Deposit, the "Prepayment"); and (iii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; (iv) all Prepayments are **NON-REFUNDABLE** (as liquidated damages and not as a penalty); and (v) no Prepayment shall hold any Reservation for more than one year, unless we otherwise agree in writing.
- Unless otherwise specifically agreed in writing by PPTe, all rental rates are for normal use of the Rented Item(s) on a single-day basis. Additional amounts will be due for late return(s), misuse and abuse. The Rent will not be reduced for weather delays or any other period(s) of nonuse. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.
- Except with respect to Items we rent from one or more third-party(ies) (each, a "TPO") and then re-rent to you ("Re-Rented Items"), PPTe is and will retain the sole and exclusive title to the Rented Item(s). 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 SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item(s); or (b) **move, loan, transfer, sublease or assign any Item(s) or this Contract** without our prior written consent. We may sell and/or assign all or any part of our interests in the Item(s) and/or this Contract, in which event, you will attend to the assignee, who will not be responsible for any existing obligations or liabilities of PPTe.
- Deliveries, installations and pickups are scheduled at the discretion of PPTe and are made to curbside only, unless otherwise agreed by PPTe on a case-by-case basis. You will ensure the Site is reasonably clean, flat, level, dry and fit for delivery, installation and use of the Rented Item(s) at all times (dance floors follow topography and require a reasonably level surface). If we agree to provide any services (e.g., delivery, setup, retrieval, etc.) you agree to: (a) pay our charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. **We will not be responsible for delay(s) caused by any other parties, including providers of goods or services ("Other Providers")** for which you agree to indemnify, defend and hold harmless PPTe. You agree to accept full responsibility for all Item(s) for the duration of the Term, and if you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the condition of the Rented Item(s) and the Site). Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). You will ensure that, upon return, all such Rented Items are similarly (and properly) packed. **YOU AGREE TO RETURN ITEMS CLEAN & NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY, PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**
- Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, in good repair and condition, free of defects, and in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by PPTe), examined and tested by you or your agent(s); and (b) you: (i) have carefully reviewed all training, instructions, manuals and other information (including without limitation, all EPA, OSHA, NFPA, IFC, IBC and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give all required notice(s) to governmental authorities; (v) will timely obtain all licenses, permits, authorizations and approvals (including the approval(s) of the owner(s) of the Site); (vi) will ensure all underground utilities are properly marked before driving stakes or disturbing the ground surface (**call 811 and go to www.missutility.net/Maryland at least 2 full working days in advance**); (vii) will immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will post in a conspicuous place an **OSHA-COMPLIANT EVACUATION PLAN** for all Temporary Structures; (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 ensure that all others comply with this Section at all times.
- You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to PPTe on time at the end of the Term, free of dirt, damage, burns, stains and debris, and otherwise in good order, condition and repair. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will ensure that each Item is used safely and **only**: (i) for its **intended purpose(s)**; (ii) within its rated capacity; (iii) at the Site; and (iv) in full compliance with the Instructions and all applicable laws, rules, regulations and insurance policies at all times. You will not, nor will you permit anyone else to: (A) use open flames in, under or near any Temporary Structure(s); (B) abuse, misuse, overuse, remove from the Site, conceal, modify, dismantle or damage any Rented Item(s); (C) reposition any Temporary Structure (or any means of securement therefor, including lines, stakes and ballasts); or (D) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole discretion).
- In the event of a Malfunction (as defined in § 6), you will immediately cease using the Malfunctioning Item & notify us, & if applicable, **evacuate** the Malfunctioning Item. Provided the Malfunction did not result from your wrongful or negligent act or omission, or your breach of this Contract, we will, at our option: (a) repair the subject Item; (b) provide a comparable replacement; or (c) return the UNUSED portion of the Rent &/OR Labor & cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligations regarding Malfunctions (including for spoilage of food), all of which you waive, together with all related damages as provided in § 13.
- You agree to maintain all **INSURANCE** PPTe deems necessary, which may include without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) event insurance (including coverage for your Prepayment); and (c) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies shall, as applicable: (i) name PPTe as an additional insured and loss payee; (ii) be primary and non-contributory; (iii) waive subrogation against PPTe; and (iv) include such other provisions as PPTe may require.
- If and only if, we have offered, and you have elected to purchase the **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and paid the non-refundable LDW fee set forth on P.1 **in advance of the Term**, then with respect **solely** to the Item(s) covered by LDW ("Covered Items"), you will have no

liability to us for 80% of the cost to repair or replace such Covered Items that suffer physical damage during the Term; **provided however, that you will remain fully liable for:** (a) all Item(s) not covered by LDW; (b) a deductible equal to 20% of all repair/replacement costs for Covered Items; (c) all damage to and/or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or other failure to return Covered Item(s); (iii) negligence, misuse and/or abuse; and/or (iv) use of alcohol or drugs by you and/or your invitee(s); and (d) all cleaning costs. You may decline LDW if you comply fully with § 9. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

11. WARNINGS: TENTS, CANOPIES, STAGES, FLOORS ("TEMPORARY STRUCTURES"), LIGHTS, ELECTRONICS, AND EQUIPMENT USED FOR HEATING AND/OR COOKING: (A) CAN BE **DANGEROUS**; AND (B) MAY MOVE, LEAK, COLLAPSE, OVERTURN AND/OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, hail, and winds over 25 mph). EXERCISE **EXTREME CARE** AND ENSURE THAT ONLY PROPERLY QUALIFIED AND INSTRUCTED INDIVIDUALS USE, OCCUPY AND OTHERWISE DEAL WITH SUCH ITEM(S). If hazardous weather occurs or threatens, you agree to: (i) cause all persons to **DISCONTINUE USING AND EVACUATE** such Item(s); (ii) protect it/them and its/their contents; and (iii) permit PPTe, in its sole discretion, to delay delivery, installation and/or use of, or empty, disconnect, dismantle and/or retrieve any or all of such Rented Item(s) (without obligating PPTe to do so). **Tent are not impervious to weather.** Changes in weather conditions may necessitate additional heating and/or cooling (as determined by PPTe), for which you agree to pay PPTe additional Rent hereunder, as applicable.

12. NO WARRANTIES: PPTe IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **"AS-IS."** NEITHER PPTe NOR ANY TPO MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES PPTe OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO PICTURES, MODELS, ADVERTISEMENTS, DESCRIPTIONS OR SPECIFICATIONS SHALL BE DEEMED REPRESENTATIONS OR WARRANTIES BY PPTe OR ANY TPO.

13. INDEMNITY/HOLD HARMLESS: To the maximum extent permitted under applicable law, you: **(A) ASSUME ALL RISK** of personal and bodily injury, loss, damage, destruction and contamination of, to and/or arising in connection with, the Rented Item(s) and/or Service(s), including without limitation, all liabilities, claims and damages arising from and/or in connection with the use, delivery, installation, and/or retrieval thereof, including without limitation, injuries and/or damages to buildings, driveways, trees, grass, plants, flowers, shrubs, persons and/or other property, and damage occasioned by events of *force majeure* (collectively, "Risks"); **(B) RELEASE AND DISCHARGE and agree to INDEMNIFY, DEFEND AND HOLD HARMLESS PPTe and each TPO,** and their respective owners, shareholders, officers, managers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (each, an "Indemnitee"), for, from and against all such Risks (including without limitation, attorneys' fees) as well as your breach of this Contract; and **(C) WAIVE** all rights, remedies, claims and defenses under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

14. You hereby grant us a perpetual, paid-up, royalty-free license to create, edit, distribute, display and copy audio and visual representations which include any Rented Item(s). If any legal action shall be commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including attorneys' fees and expenses) from you and/or any guarantor (jointly and severally) if we prevail. We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is impaired as a result of or in connection with any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. **You authorize us to charge all amounts due and coming due hereunder to any debit or credit card(s) you provide.** All amounts due from you hereunder but not timely paid will bear interest at the lesser of 18% per annum, or the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. **Our maximum liability to you is limited to the amount(s) actually paid by you to us hereunder.** You agree to pay all taxes, fines, fees, duties, assessments and other charges related to each Item, its rental to you, and/or this Contract.

15. Your duties hereunder are **unconditional.** If you or any guarantor: (a) fail to fully and timely honor and/or comply with this Contract; (b) provide any incorrect or misleading information to PPTe; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW as provided in § 10), you will be in default, whereupon, we may, **without legal process or notice (and without liability to you),** to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, empty, lock and/or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless PPTe, its agents and employees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Items; (vi) recover from you and/or any guarantor, jointly and severally, our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. This Contract, together with any Addenda provided by PPTe (including as applicable, our Tent / Canopy Safety Notice), each of which is incorporated herein, represent the entire agreement between you and PPTe, superseding all other agreements and representations, as well as our website and advertising. The terms of this Contract are severable. If any of the terms hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remaining terms will continue in full force and effect. This Contract cannot be further amended or extended except in a writing signed by PPTe. **Time is of the essence.** These Terms and Conditions apply to all Item(s) identified on P.1, and will **also** apply to **all other Items** you obtain from PPTe **at any time** (except only as we may otherwise agree in writing). Neither our exercise, nor our failure or delay in the exercise, of any rights and/or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge and agree that: (a) this Contract: (i) is fair and reasonable; and (ii) shall be interpreted under the laws of the State of Maryland; and (b) the proper venue for any and all civil legal proceedings commenced under and/or in connection with this Contract shall lie solely in the federal, state and local courts located in or nearest to Anne Arundel County, MD (unless waived by PPTe). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addenda(um) will be deemed originals.

17. WARNING: Failure to return Rented Item(s) as provided in this Contract is evidence of intent to commit theft, and may subject the violator to **CRIMINAL PROSECUTION** as well as **CIVIL PENALTIES** (See MD Criminal Law Code Ann., §§7-104 and 8-407, et seq. for further details).

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Leroy Dixon Enterprises, Inc., a Maryland corporation, d/b/a "Party Plus Tents + Events" (hereinafter referred to as "PPTE") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "§"] 6 below); "Site" means the address where the Item(s) will be delivered and/or used during the Term, as set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean PPTE.

2. You agree to rent the Rented Item(s) from PPTE for the period(s) specified on P.1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by PPTE in the return condition required under §§ 5 and 7. We have estimated the Rent based on your request as of the date of our Proposal (the "Estimated Rent"). Proposals submitted by PPTE and not accepted by you in writing within 14 days of the date of such Proposal will be deemed expired. You agree: (a) to pay PPTE: (i) the deposit specified on P.1 (or if none, 50% of the Estimated Rent) (the "Deposit") if and when we accept of your order (the "Reservation"); (ii) the balance of the Estimated Rent at least one day prior to the originally scheduled delivery/installation date of the Rented Item(s) per § 5 (together with the Deposit, the "Prepayment"); and (iii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; (iv) all Prepayments are **NON-REFUNDABLE** (as liquidated damages and not as a penalty); and (v) no Prepayment shall hold any Reservation for more than one year, unless we otherwise agree in writing.

3. Unless otherwise specifically agreed in writing by PPTE, all rental rates are for normal use of the Rented Item(s) on a single-day basis. Additional amounts will be due for late return(s), misuse and abuse. The Rent will not be reduced for weather delays or any other period(s) of nonuse. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

4. Except with respect to Items we rent from one or more third-party(ies) (each, a "TPO") and then re-rent to you ("Re-Rented Items"), PPTE is and will retain the sole and exclusive title to the Rented Item(s). 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 SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item(s); or (b) **move, loan, transfer, sublease or assign any Item(s) or this Contract** without our prior written consent. We may sell and/or assign all or any part of our interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any existing obligations or liabilities of PPTE.

5. Deliveries, installations and pickups are scheduled at the discretion of PPTE and are made to curbside only, unless otherwise agreed by PPTE on a case-by-case basis. You will ensure the Site is reasonably clean, flat, level, dry and fit for delivery, installation and use of the Rented Item(s) at all times (dance floors follow topography and require a reasonably level surface). If we agree to provide any services (e.g., delivery, setup, retrieval, etc.) you agree to: (a) pay our charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any other parties, including providers of goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless PPTE. You agree to accept full responsibility for all Item(s) for the duration of the Term, and if you are not present upon delivery and/or retrieval of any Item(s), you agree

to accept the statements of our representatives regarding the same (including the condition of the Rented Item(s) and the Site). Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). You will ensure that, upon return, all such Rented Items are similarly (and properly) Packed. **YOU AGREE TO RETURN ITEMS CLEAN & NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

6. Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, in good repair and condition, free of defects, and in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by PPTE), examined and tested by you or your agent(s); and (b) you; (i) have carefully reviewed all training, instructions, manuals and other information (including without limitation, all EPA, OSHA, NFPA, IFC, IBC and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give all required notice(s) to governmental authorities; (v) will timely obtain all licenses, permits, authorizations and approvals (including the approval(s) of the owner(s) of the Site); (vi) will ensure all underground utilities are properly marked before driving stakes or disturbing the ground surface (**call 811 and go to www.missutility.net/Maryland at least 2 full working days in advance**); (vii) will immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will post in a conspicuous place an **OSHA-COMPLIANT EVACUATION PLAN** for all Temporary Structures; (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 ensure that all others comply with this Section at all times.

7. You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to PPTE on time at the end of the Term, free of dirt, damage, burns, stains and debris, and otherwise in good order, condition and repair. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will ensure that each Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) in full compliance with the Instructions and all applicable laws, rules, regulations and insurance policies at all times. You will not, nor will you permit anyone else to: (A) use open flames in, under or near any Temporary Structure(s); (B) abuse, misuse, overuse, remove from the Site, conceal, modify, dismantle or damage any Rented Item(s); (C) reposition any Temporary Structure (or any means of securement therefor, including lines, stakes and ballasts); or (D) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole discretion).

8. In the event of a Malfunction (as defined in § 6), you will immediately cease using the Malfunctioning Item and notify us, and if applicable, **evacuate** the Malfunctioning Item. Provided the Malfunction did not result from your wrongful or negligent act or omission, or your breach of this Contract, we will, at our option: (a) repair the subject Item; (b) provide a comparable replacement; or (c) return the UNUSED portion of the Rent &/OR Labor & cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligations regarding Malfunctions (including for spoilage of food), all of which you waive, together with all related damages as provided in § 13.

9. You agree to maintain all **INSURANCE** PPTE deems necessary, which may include without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) event insurance (including coverage for your Prepayment); and (c) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof. Such policies shall, as applicable: (i) name PPTE as an additional insured and loss payee; (ii) be primary and non-contributory; (iii) waive subrogation against PPTE; and (iv) include such other provisions as PPTE may require.

10. If and *only if*, we have offered, and you have elected to purchase the **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** and paid the non-refundable LDW fee set forth on P.1 *in advance of the Term*, then with respect *solely* to the Item(s) covered by LDW ("Covered Items"), you will have no liability to us for 80% of the cost to repair or replace such Covered Items that suffer physical damage during the Term; *provided however*, that *you will remain fully liable for*: (a) all Item(s) not covered by LDW; (b) a deductible equal to 20% of all repair/replacement costs for Covered Items; (c) all damage to and/or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or other failure to return Covered Item(s); (iii) negligence, misuse and/or abuse; and/or (iv) use of alcohol or drugs by you and/or your invitee(s); and (d) all cleaning costs. You may decline LDW if you comply fully with § 9. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

11. **WARNINGS:** TENTS, CANOPIES, STAGES, FLOORS ("TEMPORARY STRUCTURES"), LIGHTS, ELECTRONICS, AND EQUIPMENT USED FOR HEATING AND/OR COOKING: (A) CAN BE **DANGEROUS;** AND (B) MAY MOVE, LEAK, COLLAPSE, OVERTURN AND/OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, hail, and winds over 25 mph). EXERCISE **EXTREME CARE** AND ENSURE THAT ONLY PROPERLY QUALIFIED AND INSTRUCTED INDIVIDUALS USE, OCCUPY AND OTHERWISE DEAL WITH SUCH ITEM(S). If hazardous weather occurs or threatens, you agree to: (i) cause all persons to **DISCONTINUE USING AND EVACUATE** such Item(s); (ii) protect it/them and its/their contents; and (iii) permit PPTe, in its sole discretion, to delay delivery, installation and/or use of, or empty, disconnect, dismantle and/or retrieve any or all of such Rented Item(s) (without obligating PPTe to do so). **Tent are not impervious to weather.** Changes in weather conditions may necessitate additional heating and/or cooling (as determined by PPTe), for which you agree to pay PPTe additional Rent hereunder, as applicable.

12. **NO WARRANTIES:** PPTe IS NOT THE MANUFACTURER OR DESIGNER OF ANY RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS.**" **NEITHER PPTe NOR ANY TPO MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE)** REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES PPTe OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST **INTERFERENCE OR INFRINGEMENT**, ALL OF WHICH YOU HEREBY WAIVE. NO PICTURES, MODELS, ADVERTISEMENTS, DESCRIPTIONS OR SPECIFICATIONS SHALL BE DEEMED REPRESENTATIONS OR WARRANTIES BY PPTe OR ANY TPO.

13. **INDEMNITY/HOLD HARMLESS:** To the maximum extent permitted under applicable law, you: **(A) ASSUME ALL RISK** of personal and bodily injury, loss, damage, destruction and contamination of, to and/or arising in connection with, the Rented Item(s) and/or Service(s), including without limitation, all liabilities, claims and damages arising from and/or in connection with the use, delivery, installation, and/or retrieval thereof, including without limitation, injuries and/or damages to buildings, driveways, trees, grass, plants, flowers, shrubs, persons and/or other property, and damage occasioned by events of *force majeure* (collectively, "Risks"); **(b) RELEASE AND DISCHARGE** and agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS, PPTe and each TPO**, and their respective owners, shareholders, officers, managers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (each, an "Indemnitee"), for, from and against all such Risks (including without limitation, attorneys' fees) as well as your breach of this Contract; and **(C) WAIVE** all rights, remedies, claims and defenses under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

14. You hereby grant us a perpetual, paid-up, royalty-free license to create, edit, distribute, display and copy

audio and visual representations which include any Rented Item(s). If any legal action shall be commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including attorneys' fees and expenses) from you and/or any guarantor (jointly and severally) if we prevail. We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is impaired as a result of or in connection with any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. **You authorize us to charge all amounts due and coming due hereunder to any debit or credit card(s) you provide.** All amounts due from you hereunder but not timely paid will bear interest at the lesser of 18% per annum, or the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you is limited to the amount(s) actually paid by you to us hereunder. You agree to pay all taxes fines, fees, duties, assessments and other charges related to each Item, its rental to you, and/or this Contract.

15. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely honor and/or comply with this Contract; (b) provide any incorrect or misleading information to PPTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW as provided in § 10), you will be in default, whereupon, we may, without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, empty, lock and/or disable the Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless PPTE, its agents and employees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Items; (vi) recover from you and/or any guarantor, jointly and severally, our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. This Contract, together with any Addenda provided by PPTE (including as applicable, our Tent / Canopy Safety Notice), each of which is incorporated herein, represent the entire agreement between you and PPTE, superseding all other agreements and representations, as well as our website and advertising. The terms of this Contract are severable. If any of the terms hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remaining terms will continue in full force and effect. This Contract cannot be further amended or extended except in a writing signed by PPTE. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and will also apply to all other Items you obtain from PPTE at any time (except only as we may otherwise agree in writing). Neither our exercise, nor our failure or delay in the exercise, of any rights and/or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge and agree that: (a) this Contract: (i) is fair and reasonable; and (ii) shall be interpreted under the laws of the State of Maryland; and (b) proper venue for any and all civil legal proceedings commenced under and/or in connection with this Contract shall lie solely in the federal, state and local courts located in or nearest to Anne Arundel County, MD (unless waived by PPTE). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addenda(um) will be deemed originals.

17. **WARNING:** Failure to return Rented Item(s) as provided in this Contract is evidence of intent to commit theft, and may subject the violator to **CRIMINAL PROSECUTION** as well as **CIVIL PENALTIES** (See MD Criminal Law Code Ann., §§7-104 and 8-407, *et seq.* for further details).