

Brighton Acres L.L.C.

Rental Agreement

- 1.** All rentals are for one day use.
- 2.** Unless credit has been established, all rentals must be secured by a 50% deposit at time of order.
- 3.** The balance of the payment is due on the day of delivery, unless credit has been established in advance. Acceptable methods of payment are: Visa, MasterCard, American Express, Discover, and cash. Checks are acceptable if approved by check cashing service. For all non-credit term customers, a refundable credit card deposit is required with each rental.
- 4.** There will be no return on deposits for orders cancelled within 30 days of the event. (90 days for any seating items).
- 5.** No changes or deductions may be made to an order 48 hours prior to the event. Some additions may be allowable within the 48-hour period, and may be subject to an additional labor charge. Brighton Acres must be notified of any reduction in order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.
- 6.** All sub-rentals require nonrefundable deposit.
- 7.** Rentals must be transported in an enclosed portion of a vehicle. Bulky orders must be transported in a full-size pick-up, enclosed vehicle, van, covered trailer or box truck. No flatbed trailers are allowed for transport of any item. Tarps are not acceptable as an alternative to an enclosed vehicle. Any customer not arriving for pick-up of rental items under these terms may be denied rentals without a refund.
- 8.** No credit will be given for unused items once picked-up or delivered.
- 9.** Customer shall use all property in a careful and proper manor, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
- 10.** Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that Brighton Acres has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. Brighton Acres shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.
- 11.** Customer shall indemnify Brighton Acres against any claim, action, damages, and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental properly.
- 12.** In the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at cost price thereof, and shall be due and payable upon billing in addition to the rental charge. Customer will be made aware of replacement costs of each item reserved at time of rental quote.
- 13.** Every effort is made to fill your order exactly as requested. If circumstances prevent Brighton Acres from doing so, Brighton Acres reserves the right to upgrade the quality or find a substitute product.

Photography Release

By signing this agreement, you give Brighton Acres permission to use the photos that we take at your event on our website and advertisements, materials, etc, with the understanding that you will not profit from them in any way.

Liability Release Indemnification: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in it's sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorneys fees incurred by lessor in such defense.

Purpose of this Clause: The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Print Name

Sign Name

Date

Brighton Acres L.L.C.

Date
