

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and OT&P agree as follows: In addition to the other terms defined herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on Page 1 (including any "Instructions" provided per Section (6) below), "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "OT&P," "Lessor," "we," "us" and "our" mean J&A Party Rentals, Inc., a New Jersey corporation, d/b/a "Ocean Tents & Party Rentals."

(2) You agree to rent the Rented Item(s) from OT&P, and OT&P agrees to rent the Rented Item(s) to you, for the period(s) specified on Page 1 (the "Term") subject to the terms of this Contract. You agree to pay OT&P the rental rate(s) set forth on Page 1 (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 OT&P. Rental rates are for normal use of the Rented Item(s) on a daily or per-event basis. The Rent will be increased for any additional time or use. No allowance will be made for period(s) of nonuse. OT&P has estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay OT&P: (a) (i) any "deposit" specified on Page 1 (or if none, 50% of the Estimated Rent) upon reservation; and (ii) 100% of the remaining Estimated Rent prior to commencement of the rental Term (together with the deposit, the "Prepayment"); and (b) any other amounts coming due hereunder upon demand by OT&P. You agree that: (a) OT&P may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability to OT&P. **PREPAYMENTS ARE NON-REFUNDABLE**, unless separately agreed in writing by OT&P. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

(3) **AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** (a) each Rented Item is used safely and **only for its intended purpose(s)**; (ii) within its rated capacity; (iii) at the address set forth on Page 1 (the "Site"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with the "Instructions" identified in Section (6) below, as well as all applicable laws, rules, regulations and ordinances; and (b) **ANY AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT.** You will not, nor will you permit anyone else to abuse, misuse, overuse, 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 (granted, conditioned or denied in the sole discretion of OT&P).

(4) If OT&P agrees to deliver, install and/or retrieve any Rented Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s), including without limitation, inter-island freight, airfare, per diem and accommodations (as applicable); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure our representatives have reasonable access to the Site; (d) give any required notice(s) to governmental authorities; and (e) unless we agree to do so on your behalf (in which event, you agree to pay our regular charges therefor, as well as all related costs and expenses), obtain all necessary licenses, permits, authorizations and approvals in advance (including without limitation, the approval of the Site owner). We will not be responsible for any delay(s) caused by other parties, including providers of other equipment, products or services related to your event ("Other Providers") for which you agree to indemnify, defend and hold harmless OT&P. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of our representatives regarding the same (including the status, location(s), condition and quantities).

(5) You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to OT&P on time, clean and in good order, condition and repair. If you fail to do so, you will pay OT&P: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses OT&P may incur in: (i) doing so, or at our option, (ii) replacing the subject Rented Item(s). Certain items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

(6) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, **not based on any recommendation by OT&P**; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, NFPA, ASSE and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (**including EPA Tier 4 regulations, to the extent applicable**); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item **only for its intended purpose**, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (**call 811 or 800-272-1000, or go to www.nj1-call.org**) at least 2 full business days in advance; (viii) will immediately cease using any item that breaks down, malfunctions or proves defective (each, a "Malfunction"); and (ix) will ensure that all others (including without limitation, other authorized users of the Items) comply with this Section.

(7) **WARNING: TENTS, GRILLS, HEATERS AND GENERATORS CAN BE DECEPTIVELY DANGEROUS, AND MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER.** Use such Rented Item(s) only for their intended use(s) and only in compliance with applicable Instructions. You agree to: (a) **maintain and post an OSHA-compliant Evacuation Plan for all rented tents**; and (b) if severe weather occurs or threatens: (i) **discontinue use of and EVACUATE such Item(s)**; (ii) notify us of the same immediately; and (iii) take all necessary steps to: (A) ensure the safety of all occupants; (B) protect all Rented Items; and (C) permit OT&P to postpone delivery and/or installation of, or dismantle and store or retrieve any or all such Item(s) (without obligating OT&P to do so).

(8) In the event of a Malfunction, you will immediately notify us, and provided the Malfunction did not result from your wrongful or negligent act or omission, we will: (a) repair the subject Rented Item; (b) provide you with a replacement; or (c) prorate the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. OT&P will have no obligation other than as set forth herein regarding Malfunctions. You waive and relinquish any and all claims arising therefrom or associated therewith.

(9) Except with respect to Rented Items which OT&P rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), OT&P alone owns and will retain title to all Rented Items. 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 or encumbrance on any Rented Item. **You may not transfer, sublet or assign any Rented Item(s) or this Contract** without our prior written consent.

(10) We charge Damage Waiver of 10% of the Rent on all china, linens and tableware (together, "DW Items"). Damage Waiver is **OPTIONAL**. You may forego renting DW Item(s), in which event, you will not be charged for Damage Waiver. If and **only if** you pay the Damage Waiver fee **prior to the**

Term, OT&P will waive its claims against you for the repair/replacement cost of all DW Items (up to, but not exceeding, \$20 per DW Item). **You will nonetheless remain liable for all loss of or damage to:** (a) any and all other (non-DW) Item(s); and (b) DW Items, to the extent such loss, damage or destruction: (i) exceeds \$20 per covered DW Item, or (ii) results in whole or in part from: (a) your breach of this Contract; (b) your failure to timely return any DW Item(s); (c) gross negligence, misuse and/or abuse; (d) vandalism and malicious mischief, (e) use of alcohol or drugs; (f) violation of any law or policy of insurance. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(11) 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 OT&P; (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 Damage Waiver, as provided in Section 10), 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, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless OT&P); (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 our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); (vii) **appear in court and confess judgment on your behalf**; and/or (viii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(12) **WAIVER/INDEMNITY:** OT&P IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED **"AS-IS"**. NEITHER OT&P NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OT&P OR ANY OWNER, NOR DOES OT&P OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. **NO DESCRIPTIONS OR ADVERTISEMENTS BY OT&P CONSTITUTE REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE ITEM(S) AND SERVICES REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, STORAGE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF THE RENTED ITEM(S), INCLUDING CLAIMS AND LIABILITIES ARISING FROM OUR NEGLIGENCE OR ALLEGED NEGLIGENCE; AND (B) HEREBY RELEASE AND DISCHARGE OT&P AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS OT&P AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, 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 ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights and remedies available under the Uniform Commercial Code, as well as all claims against us for incidental, consequential, special, exemplary and punitive damages. Your duties are UNCONDITIONAL.**

(13) You grant OT&P a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate.

(14) OT&P may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of OT&P is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond OT&P's reasonable control), OT&P will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding OT&P's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. **You authorize OT&P to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto.** You agree to pay OT&P the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and OT&P. **OT&P's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) OT&P's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Rented Item. Neither OT&P'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 OT&P may have.

(15) This Contract, and any Addenda signed or provided by OT&P, represent the entire agreement between you and OT&P, superseding all other oral and written agreements and representations (including OT&P's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, 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 Owner(s) of re-rented Item(s). **This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from OT&P** (except only as otherwise agreed by OT&P). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of New Jersey, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to **Burlington County, New Jersey**. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on Page 1 will be enforceable as originals.

(16) **Warning: Obtaining rental property through deception, or failing to timely return Rented Item(s) may result in criminal prosecution under NJS §2C:20-8, et seq.**

The undersigned has carefully read, understands and agrees to these Terms and Conditions and **personally guarantees** the Customer's/Lessee's prompt payment and performance of its obligations arising hereunder and/or in connection herewith.

Signature: _____
Customer / Lessee / Authorized Signatory

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

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

(1) For good and valuable consideration, you and OT&P agree as follows: In addition to the other terms defined herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on Page 1 (including any "Instructions" provided per Section (6) below), "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "OT&P," "Lessor," "we," "us" and "our" mean J&A Party Rentals, Inc., a New Jersey corporation, d/b/a "Ocean Tents & Party Rentals."

(2) You agree to rent the Rented Item(s) from OT&P, and OT&P agrees to rent the Rented Item(s) to you, for the period(s) specified on Page 1 (the "Term") subject to the terms of this Contract. You agree to pay OT&P the rental rate(s) set forth on Page 1 (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 OT&P. Rental rates are for normal use of the Rented Item(s) on a daily or per-event basis. The Rent will be increased for any additional time or use. No allowance will be made for period(s) of nonuse. OT&P has estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay OT&P: (a)(i) any "deposit" specified on Page 1 (or if none, 50% of the Estimated Rent) upon reservation; and (ii) 100% of the remaining Estimated Rent prior to commencement of the rental Term (together with the deposit, the "Prepayment"); and (b) any other amounts coming due hereunder upon demand by OT&P. You agree that: (a) OT&P may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability to OT&P. PREPAYMENTS ARE NON-REFUNDABLE, unless separately agreed in writing by OT&P. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

(3) 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"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with the "Instructions" identified in Section (6) below, as well as all applicable laws, rules, regulations and ordinances; and (b) ANY AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not, nor will you permit anyone else to abuse, misuse, overuse, 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 (granted, conditioned or denied in the sole discretion of OT&P).

(4) If OT&P agrees to deliver, install and/or retrieve any Rented Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s), including without limitation, inter-island freight, airfare, per diem and accommodations (as applicable); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure our representatives have reasonable access to the Site; (d) give any required notice(s) to governmental authorities; and (e) unless we agree to do so on your behalf (in which event, you agree to pay our regular charges therefor, as well as all related costs and expenses), obtain all necessary licenses, permits, authorizations and approvals in advance (including without limitation, the approval of the Site owner). We will not be responsible for any delay(s) caused by other parties, including providers of other equipment, products or services related to your event ("Other Providers") for which you agree to indemnify, defend and hold harmless OT&P. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of our representatives regarding the same (including the status, location(s), condition and quantities).

(5) You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to OT&P on time, clean and in

good order, condition and repair. If you fail to do so, you will pay OT&P: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses OT&P may incur in: (i) doing so, or at our option, (ii) replacing the subject Rented Item(s). Certain items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

(6) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by OT&P; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, NFPA, ASSE and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (including EPA Tier 4 regulations, to the extent applicable); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-272-1000, or go to www.nj1-call.org) at least **2 full business days in advance**; (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (each, a "Malfunction"); and (ix) will ensure that all others (including without limitation, other authorized users of the Items) comply with this Section.

(7) **WARNING. TENTS, GRILLS, HEATERS AND GENERATORS CAN BE DECEPTIVELY DANGEROUS, AND MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER.** Use such Rented Item(s) only for their intended use(s) and only in compliance with applicable Instructions. You agree to: (a) maintain and post an OSHA-compliant Evacuation Plan for all rented tents; and (b) if severe weather occurs or threatens: (i) discontinue use of and EVACUATE such Item(s); (ii) notify us of the same immediately; and (iii) take all necessary steps to: (A) ensure the safety of all occupants; (B) protect all Rented Items; and (C) permit OT&P to postpone delivery and/or installation of, or dismantle and store or retrieve any or all such Item(s) (without obligating OT&P to do so).

(8) In the event of a Malfunction, you will immediately notify us, and provided the Malfunction did not result from your wrongful or negligent act or omission, we will: (a) repair the subject Rented Item; (b) provide you with a replacement; or (c) prorate the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. OT&P will have no obligation other than as set forth herein regarding Malfunctions. You waive and relinquish any and all claims arising therefrom or associated therewith.

(9) Except with respect to Rented Items which OT&P rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), OT&P alone owns and will retain title to all Rented Items. 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 or encumbrance on any Rented Item. **You may not transfer, sublet or assign any Rented Item(s) or this Contract** without our prior written consent.

(10) We charge Damage Waiver of 10% of the Rent on all china, linens and tableware (together, "DW Items"). Damage Waiver is OPTIONAL. You may forego renting DW Item(s), in which event, you will not be charged for Damage Waiver. If and only if you pay the Damage

Waiver fee prior to the Term, OT&P will waive its claims against you for the repair/replacement cost of all DW Items (up to, but not exceeding, \$20 per DW Item). You will nonetheless remain liable for all loss of or damage to: (a) any and all other (non-DW) Item(s); and (b) DW Items, to the extent such loss, damage or destruction: (i) exceeds \$20 per covered DW Item, or (ii) results in whole or in part from: (a) your breach of this Contract; (b) your failure to timely return any DW Item(s); (c) gross negligence, misuse and/or abuse; (d) vandalism and malicious mischief, (e) use of alcohol or drugs; (f) violation of any law or policy of insurance. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(11) 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 OT&P; (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 Damage Waiver, as provided in Section 10), 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, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless OT&P); (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 our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); (vii) appear in court and confess judgment on your behalf; and/or (viii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(12) **WAIVER/INDEMNITY:** OT&P IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED **"AS-IS"**. NEITHER OT&P NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OT&P OR ANY OWNER, NOR DOES OT&P OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OT&P CONSTITUTE REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE ITEM(S) AND SERVICES REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, STORAGE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF THE RENTED ITEM(S), INCLUDING CLAIMS AND LIABILITIES ARISING FROM OUR NEGLIGENCE OR ALLEGED NEGLIGENCE; AND (B) HEREBY RELEASE AND DISCHARGE OT&P AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS OT&P AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, 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 ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights and remedies available under the Uniform Commercial Code, as well as all claims against us for incidental, consequential, special, exemplary and punitive damages. Your duties are **UNCONDITIONAL.**

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(14) OT&P may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of OT&P is delayed or rendered impractical as a result of any act or

omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond OT&P's reasonable control), OT&P will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding OT&P's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize OT&P to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay OT&P the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and OT&P. **OT&P's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) OT&P's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Rented Item. Neither OT&P'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 OT&P may have.

(15) This Contract, and any Addenda signed or provided by OT&P, represent the entire agreement between you and OT&P, superseding all other oral and written agreements and representations (including OT&P's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, 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 Owner(s) of re-rented Item(s). **This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from OT&P** (except only as otherwise agreed by OT&P). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of New Jersey, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to Burlington County, New Jersey. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on Page 1 will be enforceable as originals.

(16) **Warning: Obtaining rental property through deception, or failing to timely return Rented Item(s) may result in criminal prosecution under NJS §2C:20-8, et seq.**

The undersigned has carefully read, understands and agrees to these Terms and Conditions and **personally guarantees** the Customer's/Lessee's prompt payment and performance of its obligations arising hereunder and/or in connection herewith.

Signature: _____
Customer / Lessee / Authorized Signatory