

CONTRACT TERMS/AGREEMENT

1. **Customer Definition:** "Customer/Lessee" shall mean the named "Customer/Lessee" on the agreement, their agent(s), representative(s), employee(s), caterer(s) or venue(s).
2. **Acknowledgement and Acceptance:** "Customer/Lessee" acknowledges "In Good Company Rentals" is subject to the terms and conditions available on request at our sales office at 119 St. Matthews Avenue, Louisville, Kentucky 40207. Acceptance and use of rental items are acceptance of the terms and conditions herein.
3. **Rates:** All rentals are priced for 1day events. Extended rental periods are available upon request and additional fees may apply. A damage waiver is applied to all rental agreements. The damage waiver is a percentage of the rental fee. This fee relieves the "Customer/Lessee" of liability of accidental damage, or normal wear/tear of rental item(s). It excludes damage/losses due to theft, misuse, abuse or excessive damage which exceeds the amount of the damage waiver. In such instances when damage exceeds amount of charged damage waiver an additional fee will be billed/assessed to the "Customer/Lessee" .
4. **Purpose and Time of Rentals:** "In Good Company Rentals" rents to the "Customer/Lessee" identified on the rental agreement the personal property described therein for the purpose, event, or the period specified. Time is of the essence of the rental agreement. The "Customer/Lessee" right to possession begins and ends on dates specified on the rental agreement. If rental items are being delivered, the rental period begins on the date of delivery and ends on the date that "In Good Company Rentals" picks up the items. If rental items are will called by the "Customer/Lessee", the rental period begins on the date of "Customer/Lessee" pick-up and ends on the date of return as stated on the contract. Any extension of the time of the agreement must be agreed upon by "In Good Company Rentals". Extended rental periods due to early delivery or late pick-up by "In Good Company Rentals" will not be charged to the "Customer/Lessee"; otherwise, retention of the rental items after the specified return date is a material breach of the rental agreement and may be subject to additional charges.
5. **Inspection, Acceptance and Possession:** "Customer/Lessee" is responsible to verify the receipt and acceptability of all rental items provided and the immediate notification of "In Good Company Rentals" at 502.498.3094 of any defective rental items, missing rental items, or quantity discrepancy. All rental items shall be the sole responsibility of the "Customer/Lessee" during their possession.
6. **Rental Possession and Return:** All rental items, accessories, carts, racks, crates, bins, bags, tubs, and containers are to be secured while in "Customer/Lessee" possession and returned to "In Good Company Rentals" or made available for "In Good Company Rentals" pickup within the time frame of the rental agreement. Title to the rented property is, and at all times shall remain in "In Good Company Rentals". Only parties herein and such other persons whose names are endorsed hereon are authorized to use said property, and "Customer/Lessee" will not permit said property to be used by any other person(s) or at any other address other than the place designated hereon without the express consent of "In Good Company Rentals"
7. **Unused Rental Items:** No refund of rental charges will be given for unused rental items.
8. **Safe and Proper Use:** "Customer/Lessee" is responsible for the safe and proper use of rental items and transport devices/containers as well as their care and protection from rain, fire, damage, unauthorized use, misuse, theft, or mishandling. Customer shall discontinue use of any and all rental items that become unsafe or in disrepair during use and immediately notify "In Good Company Rentals" of such action if "In Good Company Rentals" assistance is required, "Customer/Lessee" shall hold "In Good Company Rentals" harmless from any claim or liability whatsoever resulting from or rising out of such action(s).
9. **Lost, Stolen or Damaged Items:** All rental items must be kept secure and protected from water damage (e.g., rain, flood or irrigation systems) before, during, and after the event. Additional charges shall be made for the full replacement or repair of lost, stolen, vandalized, or damaged rental items, containers, and transport devices. All returned product is subject to "In Good Company Rentals" inspection for damage and replacement fees, except normal wear and tear.
10. **Payment:** At the time of reservation a **Non-Refundable Deposit** equal to 50% of the rental order is required to confirm the order. Balance due on rental delivery or will call orders must be satisfied a week prior to delivery. The rental order will not be scheduled for delivery/will call without payment in full or a valid credit card on file. Payment methods include cash, check (2 forms of local identification), credit card or Venmo. If paying by credit card a 3.75% processing fee will apply. Delayed payments may be subject to interest fees and collection costs. Additional charges for loss or damage assessed on return of rental items shall be "Customer/Lessee" responsibility if exceeds amount of damage waiver. Future rental agreements may be restricted or denied until accounts are paid to current status. All returned checks shall incur an additional \$36 processing fee.
11. **Rental Item Cancellation:** Except for a cancellation for a default, upon any cancellation of an accepted order," Customer/Lessee" shall be responsible for the cancellation fees specified in the order. If no additional

cancellation fees are specified in the order, the following cancellation fees shall apply: Confirmed orders cancelled at any time prior to delivery forfeit the 50% non-refundable deposit. A 100% restocking charge will apply to any rental item removed 48 business hours prior to scheduled delivery/will call date. Orders cancelled 48 business hours or less prior to delivery date or customer pickup are subject to a 100% late cancellation fee. Any special order or custom items will be charged a 100 % cancellation fee once the items are purchased for the order.

12. **Damage Waiver:** A non-refundable damage waiver fee will be applied to all rental orders and covers charges for incidental losses such as a few broken/damaged rental items. A credit card must be provided for any billing of damages, losses or missing rental items upon return of the rental items which exceed amount of damage waiver charged. The damage waiver is not insurance. Gross damage, misuse, theft, vandalism, negligence, or large losses are not covered by damage waiver and will be assessed full replacement costs, as well as any associated freight fees and administrative fee.
13. **Collections:** "Customer/Lessee" agrees to pay all reasonable collection costs, attorney fees, court costs, or any other expenses incurred by "In Good Company Rentals" or its representative(s) to enforce the terms and conditions of the rental agreement contract including collection of balances and penalties owed.
14. **Access:** If "In Good Company Rentals" is delivering or installing rental items, "Customer/Lessee" shall be responsible to (a) provide or obtain access to the event location and areas required for "In Good Company Rentals" to unload and install the rental items; (b) ensure all rental items will fit into the venue, including doors, elevators, and stairwells; (c) coordinate the work of "In Good Company Rentals" with the work of others to avoid undue delay in "In Good Company Rentals" ability to perform services and install/remove rental items in a timely and efficient manner; to ensure a safe, clear path of ingress and egress and, if applicable installation of the rental items; and unless installation or "set up" is included in the rental order, fold and stack rental items, scrape and re-rack all dishes and glassware, place all flatware into containers provided on delivery, remove all food and/or liquid from catering equipment, place all linens/napkins into mesh bags provided and return all rental items to the original delivery location for "In Good Company Rentals" to pick up.
15. **Customer Contract:** Any contract requirements imposed by the "Customer/Lessee" or any venue must be provided for "In Good Company Rentals" review and approval no less than fourteen (14) business days in advance of the delivery/install date. It is the "Customer/Lessee" responsibility to timely provide for "In Good Company Rentals" review and approval any "Customer/Lessee" or venue, non-disclosure, hold harmless or other agreement.
16. **Set-Up and Breakdown of Rental Items:** Installation of folding chairs, folding leg tables, linen, tabletop items, and anything else is not included in the rental agreement unless otherwise specified.
17. **Delivery/Pickup Premiums:** A delivery fee will be added to all delivery orders. The fee is based on delivery zip code. All deliveries are made **TAIGATE** and will be placed in a convenient area. Difficult and restricted access conditions caused by walking long distances, stairs, elevators, hill, pathways, low or narrow clearances, locked gates/doors/passages, limited access time(s), obstructed or blocked passage, security restrictions, vehicle blockage, guard animal blockage, alarms, etc. shall incur additional fees resulting from the additional labor cost on deliveries/pickups.
18. **Customer Will Call:** Customer assumes all responsibility for loading and unloading of rental items in any customer provided vehicle and shall hold "In Good Company Rentals" harmless for any property damage or personal injury from "In Good Company Rentals" assistance under the direction of the "Customer/Lessee". "Customer/Lessee" is responsible for transporting all rental items in a covered vehicle with proper straps, ropes, ratchet tie downs, etc. to secure rental items.
19. **Moving Non-Rental Items:** At no time will "In Good Company Rentals" agent(s), representative(s), or employee(s) move non rental items at "Customer/Lessee" request.
20. **Assumption of Risk:** "Customer/Lessee" assumes the risk of use of all rental items and holds "In Good Company Rentals" harmless for property damage and personal injuries associated with the rental items. "Customer/Lessee" shall indemnify and hold "In Good Company Rentals" harmless from their third-party claims of loss, injury, or damage to their persons or property arising from the "Customer/Lessee" possession or use including legal costs in defense of such claims.
21. **Repossession and Recovery of Rental Items:** Upon failure to return rental items and/or breach of the terms and conditions of the rental agreement, "In Good Company Rentals" shall have the right to terminate the rental agreement and recover rental items from wherever they are without further notice or legal process. "In Good Company Rentals" and its agent(s), representative(s) or employee(s) shall not be liable for claims for damage or trespass arising from the removal of the agreement's rental items.

22. **Warranties:** There ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the rental items are suited to the "Customer/Lessee" intended use or that they are free from defects.
23. **Disclaimer of Manufacturer:** The "Customer/Lessee" understands and agrees that "In Good Company Rentals" are neither the manufacturer nor agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given.
24. **Force Majeure:** "In Good Company's Rentals" performance under this agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strike, labor disputes, riots, accidents, natural disasters and other Acts of God, and governmental mandates beyond "In Good Company Rentals" control. In such event, "In Good Company Rentals" will promptly notify "Customer/Lessee" of such conditions. At "Customer/Lessee" request, "In Good Company Rentals" will use reasonable efforts to provide substitute rental items and services subject to each party's written approval of the substitute rental items and services and rental prices and fees.

I certify that I have read and agree to all the terms of this contract

X

Date:
