

- 1) **Receipt:** The parties agree that the property was inspected by *CaterRent* and examined by Customer at the time of receipt. Customer accepts that the property is in good and working condition.
- 2) **Customer Shall:** *a)* clean and re-pack equipment and return it in the boxes or containers in which they were **received**; *b)* pay a reasonable cleaning charge for any equipment returned dirty; *c)* protect equipment and other items from the elements during the time of possession *d)* be responsible for the security of all rental equipment until it is returned/picked-up.
- 3) **Delivery and Pick-up:** Delivery and pick-up shall be at the convenience of *CaterRent*. Customer grants *CaterRent*, its agents and employees the right to enter the premises to deliver, install and pick-up the rented property. *CaterRent* does not deliver or pick-up from any location, other than ground level, e.g., upstairs or downstairs, and does not deliver across grass or gravel. *CaterRent* charges for waiting time when delivering and picking up. **Late Return:** If the equipment is not returned or ready for pick-up at the time specified on the contract, the rental rate shall continue for the period the equipment is retained by the customer and will be prorated for that period of time (see 6f). *CaterRent* may report property stolen if held five (5) days beyond "Due/Return" date and a continuation of this agreement is not reached. *CaterRent* may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid.
- 4) **Charges:** All rentals are for a 24 hour period and are charged on a daily basis. Additional days are charged at one half the initial rate. To guarantee accuracy, order changes must be made at least 24 hours prior to delivery. All charges are for the time out whether used or not. Special rates are quoted for weekly, monthly or long term use.
- 5) **Payment Terms:** Terms are prepayment or C.O.D. If prior credit has been established, payment terms are Net 7 Days from date of invoice. Delinquent accounts will be charged 1.5% service charge or the maximum amount allowed by the state of Minnesota. The returned or bad check fee is the maximum amount allowed by MN State law. In the event that *CaterRent* must resort to litigation to recover for damages of any nature caused to or loss of property, and/or to collect this account, Customer agrees to pay all legal fees.
- 6) **Security Deposits:** Identification is required on all rentals. Security deposits can be made by check, cash, Visa, MasterCard, Discover or American Express. The security deposit will be returned if all equipment and containers are returned in original condition. If any damages or losses are incurred, the deposit may be used to cover these damages or losses. If the cost incurred is more than the deposit the additional charges will be billed to the customer. If the costs are less than the deposit amount a refund will be sent after all repairs or replacements are made. In the event the security deposit is waived, the customer will be billed for any damages or losses incurred.
- 7) **Additional Charges:** Customer shall pay additional charges for the following services: *a)* delivery or pick-up on Saturdays, Sundays, Holidays or non-business hours, *b)* pick-ups from an address other than original delivery address, *c)* racks and boxes not returned, *d)* unnecessary service calls, *e)* damage to or loss of rental equipment and *f)* extra delivery or pick-up required of *CaterRent* for any reason.
- 8) **Insurance, Permits, Licenses:** Customer shall maintain at Customer's expense; liability, property and casualty insurance coverage in amounts necessary to fully protect *CaterRent* and its equipment against claims, liens, loss or damage of any nature or type. The customer may be required to provide a certificate of insurance. The customer shall, prior to the installation of the equipment, obtain at Customer's expense all necessary permits, licenses and other consents.
- 9) **Hold Harmless:** *CaterRent*, its officers, directors, employees and agents shall not be liable in any event to Customer, its officers, directors, employees and agents for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the property or accidental breakage thereof. Customer, its officers, directors, employees and agents agrees to indemnify and hold harmless *CaterRent*, its officers, directors, employees and agents against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character (including death), or for loss of time, product or inconvenience occasioned by the operation, handling or transportation of the rented property by customer, its officers, directors, employees and agents during the rental period or while the property is in the possession or control of Customer.
- 10) **Lost or Stolen Items:** Customer is responsible for current full replacement cost of all lost, missing, stolen, or damaged items. In the event of stolen equipment, IMMEDIATELY file a report with the police, notify *CaterRent*, and send a copy of the police report to *CaterRent*. Responsibility for equipment remains with Customer from the time possession is taken until the time of return.
- 11) **Title:** Title to the rented property is at all times *CaterRents*. Only the parties listed on the order and such other persons whose names are endorsed are authorized to use the property. Customer will not permit rented property to be used by any other person or at any address other than the place designated without the express consent of *CaterRent*.
- 12) **Levy/ Seizure:** Customer will give *CaterRent* immediate notice of any levy attempted upon property, or if property from any cause becomes liable to seizure, and to indemnify *CaterRent* against all loss and damages caused by any such action.
- 13) **Condition:** Parties agree that *CaterRent* is not the manufacturer of the rented property nor the agent of the manufacturer. No warranty against patent or latent defects in material, workmanship or capacity is given. Customer agrees that in the event any of the rented equipment malfunctions or becomes unsafe or in a state of disrepair, Customer will immediately discontinue its use and promptly contact *CaterRent* within one hour. Failure to notify us in a timely manner will result in your being charged for all time out. We agree, in our discretion, to either: (1) repair the equipment within a reasonable time; (2) provide you with like equipment, if available; (3) make like equipment available to you at another time (if acceptable to you); or (4) adjust the rental charge. This provision does not relieve you from your other obligations under this rental contract.
- 14) **Electrical & Gas Equipment:** When renting electrical equipment, it is the customers responsibility to provide proper electrical connections and power source (sufficient Amps & Volts). If renting natural gas or propane gas equipment, it is the customers responsibility to provide adequate gas supply (enough BTU's) for each piece of equipment.
- 15) **Cancellations:** *CaterRent* charges for orders not canceled at least 72 hours prior to the order date, except from May 15 through September 15 and December 1 through January 2, when one week advance notice is required for cancellation.