

## CAMARGO RENTAL CENTER AGREEMENT AND TERMS

1. **Terms and Conditions.** Delivery of the goods to you, the customer (hereinafter "Renter"), is expressly conditioned upon Renter's consent to the terms and conditions stated herein. In the case of any inconsistency of any kind whatsoever, the printed portions of the Contract shall be controlling. The terms and conditions of this Contract shall constitute entirely the terms and conditions between the parties with respect to the transaction covered hereby and no waiver, alternation or modification shall be binding on Camargo Rental Center, Inc. ("Camargo") unless in writing and signed by an authorized officer of Camargo at its corporate office. If Renter fails to formally execute this Contract, Camargo's delivery of the goods shall be deemed Renter's consent and assent to the terms and conditions hereof unless written notice is otherwise provided to Camargo within four hours after the time of delivery of the rented item(s).

2. **Physical Condition of Rental Item(s).** Upon delivery of the rented item(s), Renter shall immediately inspect and test such rented item(s) and notify Camargo if such item(s) are not in good, safe and serviceable condition fit for their intended use. When Renter takes delivery of the rented item(s), acceptance of such delivery constitutes an irrevocable acceptance of the item(s) "as is" by the Renter, and Renter shall be bound to pay the rental charged in accordance with the terms of the Rental Agreement. It is Renter's responsibility to return item(s) to Camargo, in the same condition, except for ordinary wear and tear.

3. **Use of Item(s).** Renter further agrees that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited.

4. **Responsibility for Use.** Renter is responsible for the use of the rented item(s). Renter hereby assumes all risk of loss, theft, damage or destruction, partial or complete, of the item(s) from any and every cause whatsoever commencing with delivery of the item(s) to Renter, or an agent of Renter. Renter assumes all risks inherent in the operation and use of the item(s) and agrees to assume the entire responsibility for the defense of, and to pay, indemnify and hold Camargo harmless from, and hereby release Camargo from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Camargo's negligence, from the defective condition of the item(s) or from any other cause. Renter agrees that no warranties, expressed or implied, have been made by Camargo in connection with this rental or the rented item(s). This risk of loss shall continue until the goods are in the actual possession of Camargo or an agent of Camargo at the end of the rental period. In no event shall Camargo be liable to Renter for damages (including, but not limited to, compensatory, consequential or punitive damages), delays or other losses caused by Renter's use or possession of the rented item(s), including, but not limited to, defective item(s), workmanship, or otherwise.

5. **Responsibility for Rented Item(s).** From the time the item(s) are delivered until it is returned, Renter is responsible for them. In addition to the rental charges accrued, Camargo will charge Renter at the replacement cost for all goods lost, stolen and/or damaged beyond repair on the date evidence is actually provided to Camargo of said loss or damage. Additionally, Renter agrees it will be charged for the cost of repairs to item(s) damaged while in Renter's possession, whether such repairs are made, and whether Camargo retains a third party to make such repairs or completes those repairs itself. The Renter hereby consents for Camargo to charge Renter's credit card, if used, for all accrued rental charges, replacement costs and/or repair costs for the rented item(s). Any dispute of such charges by the Renter shall be provided to Camargo in writing within ten (10) days of the Renter receiving notice of such charges.

6. **Return of Item(s).** The rented item(s) is Camargo's property and is provided to Renter subject to this Contract for rental charges, any replacement charges, and any repair costs, for the period of time noted on the front. If Renter desires to extend the term of this rental beyond the time and date specified on the front under "Date In," Renter must immediately notify Camargo to obtain approval, the terms for such extension, and a modification of this Contract. If this agreement has not been extended and Renter fails to return the item(s) when due in, Camargo, to enforce its property ownership of the item(s) and to protect its interest under this Contract may retake the item(s) at any time and, to do so, Camargo or its representatives may enter Renter's property, and

Renter hereby waives any right of action against Camargo for such entry and retaking. This Agreement is a Rental Agreement only and the Renter has not and shall not acquire, except as expressly stated herein, any right, title or interest to the rented item(s) and it is expressly agreed that such item(s) shall at all times remain the personal property of Camargo. Failure of Renter to return rented item(s) may result in civil and/or criminal actions against Renter. Such failure to return ALL rented item(s) shall result in prosecution under, but not limited to, Chapter 2913 of the Ohio Revised Code.

### 7. Special Tent Provisions.

a. **Attachments.** Renter shall not, without Camargo's prior written consent, attach anything to the rented tent(s) including, but not limited to, lighting, speakers, banners, advertising, electrical or power components, decorations, fabric, siding or flooring (hereinafter collectively "Attachments").

b. **Tent Only Pricing.** In the event that Renter desires to utilize a third party to provide Attachments, Renter agrees to pay Camargo a \$5000 surcharge.

c. **Non-refundability of Deposits.** Renter agrees that all deposits for tents are non-refundable.

d. **Cancellation.** Renter agrees that all tent reservations not cancelled, in writing, at least 30 days prior to the delivery date will have the full balance billed or charged in accordance with Camargo's standard billing procedures.

8. **Charges and Payments.** Renter is responsible for rental charges from the time the item(s) is "Date Out" as specified on the front until it is "Returned" and other charges hereunder. Renter shall return the item(s) promptly, clean and in good condition. Renter may be charged a "cleaning charge" for item(s) returned in an excessively unclean condition, subject to Camargo's discretion.

Renter and Renter's representative, agent, or principal shall be responsible for and shall pay Camargo all charges hereunder. All charges are due upon the return of the item(s) and on demand. If the rental charges are charged to someone other than Renter, the Renter represents the agent of such party and has the right to charge the rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within ten days of their due date, Camargo, at its discretion, may recalculate all charges on a daily rental rate basis. In the event that a Renter's check is returned to Camargo, Renter shall be responsible for all fees and costs incurred by Camargo in collecting the outstanding balance. In addition, "bad checks" may be criminally prosecuted under Chapter 2913 of the Ohio Revised Code.

9. **Collection Cost.** Renter shall be liable for and pay Camargo's costs and expenses, including reasonable attorney fees and court costs, arising out of or relating to this Agreement and the delivery of goods and the enforcement of Camargo's rights or remedies pursuant thereto.

10. **Severance.** In the event any provision of this Agreement is rendered ineffective or invalid by operation of law or court, it shall be severed, and all remaining provisions shall be binding and enforceable to the fullest extent provided by law.

11. **Jurisdiction.** Camargo and the Renter agree that the Municipal Court of Hamilton County, Ohio and the Hamilton County Court of Common Pleas shall have exclusive jurisdiction over enforcement of this Agreement. The parties hereto consent to the jurisdiction of said courts and further agree that any judgment obtained in said Courts will be enforceable throughout the world.