

CAMARGO RENTAL CENTER RENTAL CONTRACT

Customer Name and Address: _____

1. **Terms and Conditions.** Delivery of the goods and/or services 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 this Contract shall be controlling. The terms and conditions of this Contract shall constitute the entire agreement between the parties with respect to the transaction(s) 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. If Renter fails to formally execute this Contract, Camargo's delivery of the goods and/or services shall be deemed Renter's consent 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) and/or services. This Contract shall govern the rental and use by Renter of all goods and services provided by Camargo, including those goods and services currently being used and/or rented as well as goods and services to be used or rented in the future. The parties expressly waive the necessity of signing additional Contracts for future goods and services.

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

3. **Use of Goods.** Renter further agrees that the goods will be used only at the address designated and only for the purpose for which the goods were manufactured and intended. Subleasing or improper use is prohibited.

4. **Responsibility for Use.** Renter is responsible for the use of the rented goods. Renter hereby assumes all risk of loss, theft, damage or destruction, partial or complete, of the goods from any and every cause whatsoever commencing with delivery of the goods to Renter, or an agent of Renter. Renter assumes all risks inherent in the operation and use of the goods 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 goods, whether or not it could 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 goods 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 goods. 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 goods, including, but not limited to, defective goods, workmanship, or otherwise.

5. **Responsibility for Rented Goods.** From the time the goods are delivered until they are returned, Renter is responsible for them. In addition to the rental charges accrued, Camargo will charge Renter 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. Renter agrees it will be charged for the cost of repairs to goods 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 goods. 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 Goods.** The rented goods are Camargo's property and are provided to Renter subject to this Contract for rental charges, any replacement charges, and any repair costs, for the period of time said goods are rented. If Renter desires to extend the term of this rental beyond the time and date ordered, Renter must immediately notify Camargo and obtain approval, in writing, of the terms for such extension. If this Contract has not been extended and Renter fails to return the goods when due, Camargo, to enforce its property ownership of the goods and to protect its interest under this Contract may retake the

goods at any time. 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. Renter has not and shall not acquire, except as expressly stated herein, any right, title or interest to the rented goods and it is expressly agreed that such good(s) shall at all times remain the personal property of Camargo. Failure of Renter to return the rented goods may result in civil and/or criminal actions against Renter. Such failure to return ALL rented goods shall result in prosecution under, but not limited to, Chapter 2913 of the Ohio Revised Code.

7. **Liability for damage; waiver.** Renter agrees to maintain the rented goods in good condition; to protect the goods from damage from other than normal wear and tear; and to not misuse or abuse the goods. If Renter accepts the damage waiver and pays the damage waiver fee, and provided that the rented goods are not being used in violation of this Contract, Camargo will waive any claim against Renter for **accidental** damage to the rented goods. If the damage waiver is rejected, Renter is liable to Camargo for all accidental damage to the rented goods. **In all circumstances, Renter is liable to Camargo for other than accidental damage to the rented goods.**

If Renter accepts the damage waiver, Renter agrees to return all damaged goods or to pay a replacement fee for any damaged goods not returned. Renter agrees to submit claims for damages to rented goods to Renter's insurance carrier, at the request of Camargo.

8. **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.
- b. Non-refundability of deposits. Renter agrees that all deposits for tents are non-refundable.
- c. 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.

9. **Charges and Payments.** Renter is responsible for rental charges from the time the goods are delivered or taken out by Renter, until they are returned, and other charges hereunder. Renter shall return the goods promptly, and in a clean and good condition. Renter may be charged a "cleaning charge" for goods returned in an 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 goods or on demand. If the rental charges are charged to someone other than Renter, the Renter represents that it is 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.

10. **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 Contract and the delivery of goods and the enforcement of Camargo's rights or remedies pursuant thereto.

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

12. **Jurisdiction.** The parties agree that this Contract shall be governed by the laws of the state of Ohio and that the Courts of Hamilton County, Ohio shall have exclusive jurisdiction over disputes between the parties.

Customer Signature _____ Date _____

Damage Waiver: Accept _____ Reject _____