



Quote # _____

RENTAL AGREEMENT TERMS AND CONDITIONS

APPLIED PRODUCTION SERVICES, INC. (hereafter referred to as **APS**), hereby rents to the **CUSTOMER**, identified by your signature on the reverse page of this contract, the Rental Items described in this subject to all terms and conditions on each page of this contract, and the **CUSTOMER**, in consideration thereof, acknowledges that **CUSTOMER** has read these terms and conditions and agrees as follows:

1. The **CUSTOMER** certifies and acknowledges receipt from **APS** the Rental Items listed and identified in this contract during the time period listed herein. **CUSTOMER'S** right of possession terminates on the expiration of the rental period and retention or possession after this tie constitutes a contract, there will be late fees added to the final bill. Late fees will be added to the **CUSTOMER'S** invoice equal to the maximum rate allowed by law specifically authorizes **APS** to charge the **CUSTOMER'S** credit card for such charges.
2. Rental Items are to be used by the **CUSTOMER** at the address listed in this contract for the stated period of time. The Rental Items are to be used solely for the purposes for which the Rental Items are manufactured and intended. The cost of unused Rental Items are not refundable (excluding a generator being used as a back-up source of power which will only be billed at the back-up cost if the unit is not used during the rental period, if the generator is used in a situation other than a back-up to another unit, the **CUSTOMER** will be charged the full standard amount for that generator).
3. **Rental Cancellations:** **APS** will make a full refund on rental items if **APS** is notified by phone or email 48 hours prior to the agreed delivery date and time. The **CUSTOMER** will be charge 50% of the total contract for orders cancelled 24 – 48 hours prior to delivery date and time. The **CUSTOMER** will not receive a refund if the order is cancelled less than 24 hours prior to the delivery date and time.
4. **CUSTOMER** has personally inspected the Rental Items and found them to be in good working order and unbroken condition when received and suitable for the **CUSTOMER'S** intended use as outlined in the agreement.
5. **CUSTOMER** assumes all risks of loss and agrees to hold **APS** harmless from property damage and personal injuries caused by the Rental Items and/or arising from **CUSTOMER'S** negligence. Conditions which prevent safe operation of Rental Items shall relieve the **CUSTOMER** of responsibility for rental charges. **APS** inspects and maintains the Rental Items but these items may show signs of normal wear and tear as long as it doesn't affect the workmanship of the Rental Items.
6. **CUSTOMER** assumes all responsibility for Rental Items while possessing Rental Items and agrees to return the Rental Items to **APS** in the same condition as they were received. **APS** will inspect Rental Items upon return and make determinations regarding the condition of Rental Items (except for acts of nature).
7. **CUSTOMER** acknowledges that tents are, by their nature, temporary structures and may be subject to leaking or tendency to collapse during severe weather conditions. **APS** assumes no liability for personal injury or property damage caused by the tent while in the **CUSTOMER'S** possession, unless negligence is proven on behalf of **APS**, its agents or representatives.
8. **CUSTOMER** shall be responsible for loss, liability, injury, or damage incurred as a result of improper handling of electrical equipment or Rental Items. **CUSTOMER**, its agents, employees, or designated representatives shall not handle, move, cut, or in any manner alter or reconfigure any electrical cables or connections unless the work is done by a licensed electrician and **CUSTOMER** has expressed consent of **APS**.
9. **APS** is not responsible for setting up and tearing down tables and chairs unless **CUSTOMER** has specifically contracted for this service and the applicable charges are included in the Rental Items list or specific notes for "INSTALL" or "ON-SITE" or "STRIKE" labor charges. If **CUSTOMER** fails to uphold its setup or tear down obligations, **APS** will assess an additional fee of One dollar (\$1.00) per table and/or Fifty Cents (\$0.50) per chair on the Rental Items.
10. **CUSTOMER** shall have the installation area cleared prior to installation date and time and if a tent was included in this contract, its contents shall be removed prior to confirmed and mutually approved "STRIKE" date and time.
11. **CUSTOMER** will provide **APS** with complete and concise instructions for tent placement. **CUSTOMER** acknowledges that **APS** has no information regarding underground installations on the property and **APS** only constructs the tents where the **CUSTOMER** instructs and approves to **APS** and its agents. **APS** shall not be held liable for inadvertent damage or harm to any underground improvement at the site of tent placement that was confirmed and approved by **CUSTOMER**.
12. Rental Items lost or damaged beyond repair will be paid for by **CUSTOMER** at replacement cost. All repairable Rental Items will be repaired by **APS**. The cost for such repairs shall be paid by the **CUSTOMER**. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost Rental Items.
13. There are no warranties, expressed or implied, other than those set forth in this contract. **APS** only provides a warranty for fitness of purpose.
14. **CUSTOMER** will immediately discontinue use of the Rental Items should at any time the Rental Items, while in the **CUSTOMER'S** possession, become unsafe or in a state of disrepair. **CUSTOMER** shall immediately notify **APS** of such condition.
15. All Rental Items that are "CUSTOMER PICK-UP" or "WILL CALLED" shall have a designated pick-up time and be returned to **APS** complete with all attachments, accessories, and parts as listed in this contract in the same condition that the Rental Items were received by the **CUSTOMER**.
16. **CUSTOMER** shall defend, indemnify and hold **APS** harmless from any claim or liability whatsoever resulting from the negligent use of the Rental Items, including those arising from **APS** negligence. Rental Items will be used by the **CUSTOMER** or designated person, and no other, without the prior written consent of **APS**.
17. **CUSTOMER** may only extend the time period stated in the contract with written permission via email communication, prior to extension, signed by both **CUSTOMER** and **APS**.
18. **APS** may, at its sole and absolute discretion, revert all charges to a daily rate if monthly statements or invoices are not paid by the due dates.
19. **APS** has the right to report stolen any unreturned Rental Item within **TEN (10)** days of the date listed in the "strike" section of this contract, or if conditions and circumstances indicate theft before that time in accordance with *Article 31.04 of the Texas Penal Code* provides that failure to return personal property under a rental contract within that **TEN (10)** days period of due date after receiving notice demanding return is a prima facie evidence of theft of service.
20. **APS** and **CUSTOMER** agree that all charges for damaged Rental Items will be paid by **CUSTOMER**. Rental Items damaged beyond repair shall be paid for by **CUSTOMER** at its replacement cost at the time of rental. The cost of repairing any Rental Item shall be borne by **CUSTOMER**. All collection fees, court costs, NSF charges, attorney's fees, or any other expenses not listed that are involved in the collection of these charges will be paid by the **CUSTOMER**.
21. There will be an additional charge to the **CUSTOMER** for any tables or Rental Items returned with staples, nails, tacks, or abnormal wear that was not already explicitly listed upon "CUSTOMER PICK-UP" or date and time the Rental Items were "WILL CALLED".
22. Use of Rental Items in the following circumstances is prohibited and constitutes a breach of this contract: a. Use for illegal purpose or in an illegal manner. b. use when an item is in bad repair or is unsafe. c. improper use or misuse d. use at a location other than the address set forth on the quote back of this contract. e. use by anyone other than the **CUSTOMER**, its employees, or representatives given permission, without the prior written consent of **APS**.
23. Upon a breach of this contract, **APS** may, at its sole discretion terminate the contract, take possession of and remove the Rental Items from wherever they are found. Neither **APS** nor its representatives will be liable for any claims for damage or trespass arising from the removal of such items.
24. **CUSTOMER** shall obtain, at **CUSTOMER'S** own expense, all necessary permits, licenses and consents required by law, including but not limited to delivery date of Rental Items.

25. By signing this contract, **CUSTOMER** authorizes **APS** to charge the **CUSTOMER'S** credit card that **APS** has on-file or bill directly for all rental charges, delivery fees, sales taxes and other fees related to this contract.
26. **CUSTOMER** understands and agrees that this contract, as well as all related transactions, shall be governed solely by the laws of the State of Texas without regard to conflict of laws principles; that the agreement and related transaction are performable in Harris County, Texas; and that sole and exclusive venue for all disputes arising out of or relating to this contract and related transactions shall be in Harris County, Texas.
27. Payments must be made prior to **CUSTOMER** taking possession of our Rental Items. We accept Discovery, AMEX, Visa and MasterCard for credit card payments or can bill directly with payment terms identified on this contract as net 10, 15, 30 or due on delivery. When **CUSTOMER** opts to make payment terms that are not processed via credit card, a 50% deposit is required of the total dollar amount to reserve and guarantee the Rental Items of the contract.

SIGNATURE

PRINTED NAME

IF APPLICABLE, COMPANY NAME

DATE