

The following provisions are an integral part of the contract between TLC Rents and Lessee as fully and to the same extent as if the same were set forth on the front hereof. Lessee accepts for rental the listed rental equipment and does hereby agree as follows.

1. Title to the listed equipment is and shall remain in TLC Rents name.
2. Lessee shall return the equipment by the due date shown, provided, however, if no due date is shown, then the due date shall be the next calendar day following the date of this agreement. Lessee shall pay the stipulated rental rate for the time of possession by the due date shown. If the stipulated rental and other charges are not paid on the due date shown, a late payment charge of 1-1/2% PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED TO LESSEE commencing on the first day after the return date on all accounts which remain unpaid for five (5) days or more from the return date.
3. The rental rates stated are for the times shown on the contract only. Any change to dates and/or times may warrant additional charges.
4. Lessee agrees to use said equipment in a careful, prudent manner and to indemnify and hold harmless TLC Rents from any and all loss, damages, claims, cost and expenses resulting from injuries or death to any person or damage to property arising from the use of the equipment covered by this lease; and Lessee hereby acknowledges that he fully understands the proper method of operating any and all of said leased equipment.
5. Lessee acknowledges receipt of all of the noted equipment in good working order and repair, acknowledges that he inspected the same or had an opportunity to inspect the same. Lessee further acknowledges that prior to leaving TLC Rents premises, Lessee has or will have an opportunity to inspect all devices and materials used to connect the rented equipment to Lessee's hauling and/or towing vehicle, if any, and Lessee declares that he has received the same in a secure and operative condition. Lessee agrees to indemnify and hold TLC Rents harmless against any claims, loss, damage, injury and expenses resulting from injury or death to any person or damage to property occurring during or arising from the hauling and/or towing of the rented equipment.
6. Lessee is responsible for all repairs above normal wear. TLC Rents will determine the need and the cost thereof on TLC Rents premises at time of return, which cost shall be then and there paid by Lessee.
7. TIME IS OF THE ESSENCE OF THIS CONTRACT; AND AS TO RENTED EQUIPMENT, THIS IS A CONTRACT OF BAILMENT.
8. All sales and rentals hereunder are F.O.B. the ALL, LLC d/b/a TLC Rents location from which the same are sold or rented.
9. Lessee agrees not to loan, sublet or dispose of any of said equipment.
10. If the rented equipment is levied upon for any reason whatsoever, Lessee shall immediately notify TLC Rents thereof and shall indemnify TLC Rents and hold TLC Rents harmless against any and all claims, costs, damages and expenses whatsoever arising from such levy and the repossession or loss of such equipment by TLC Rents.
11. Lessee agrees to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the listed equipment and to pay all licenses, fees, or taxes arising from his/her use of and/or the sale of the same.
12. If said equipment, or any of it, is lost, stolen, destroyed, or damaged to such an extent as to render its repair impractical, same to be determined in the discretion of TLC Rents, the Lessee agrees to pay in cash to TLC Rents the full value thereof, with any judgement thereon being a special lien against said equipment, and pay all rental up to date.
13. In the event of a default by Lessee, and TLC Rents elects to repossess the rental equipment, TLC Rents shall repossess the same without notice of further legal process, Lessee hereby granting to TLC Rents permission to go upon Lessee's property and granting to TLC Rents such rights as Lessee possesses to go on the property of any third person to repossess the rented equipment. Lessee hereby agrees to indemnify and hold TLC Rents harmless against any and all claims, costs and expenses arising from such repossession by TLC Rents.
14. In the event of a breach of this contract by Lessee, Lessee agrees to pay in addition to all other obligations hereunder, full rental not only to return date but also for the full period of Lessee's possession as well as all costs of locating and repossessing said equipment.
15. If Lessee has falsified any of the facts respecting Lessee's name, address, phone numbers, identifying data or other material facts; or if said equipment has not been returned within 48 hours of the return date, then without any notice to Lessee, the TLC Rents shall be authorized to notify the police that said equipment has been stolen without having to specify whether the crime is one of larceny, larceny after trust, conversion, or other legal definition of theft.
16. Any action by TLC Rents to enforce payment and/or recover said equipment shall not waive any of the TLC Rents rights to enforce any and all other remedies and rights hereunder and/or under the laws of Georgia. All remedies shall be cumulative of one another and the exercise by TLC Rents of any one or more shall not be deemed an election by TLC Rents not to pursue any other remedy. Further any indulgences granted by lessor shall not constitute a waiver of any of TLC Rents rights.
17. With respect to both rentals and sales, TLC Rents/Seller makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, either express or implied, of any item being sold or leased. There is no warranty or representation that the rented equipment or the items sold are fit for Lessee's particular intended use, or that they are free of latent defects. In no event will TLC Rents be liable for any direct, special, or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this equipment.
18. The term "Lessee" as used herein shall be deemed to include "purchaser" with respect to any and all sales transactions between the parties constituting a part of this agreement and all provisions of this contract with respect to indemnification by Lessee to TLC Rents and with respect to warranties and representations shall be deemed to apply not only to rented equipment but also to purchased equipment and supplies.
19. If any money obligation of whatsoever kind or nature incurred by either party to the other party under this Agreement is collected by law, as through an attorney at law, all costs of collection, including an amount equal to including an amount equal to court costs and reasonable attorney's fees, shall be paid by the obligor regardless of whether a lawsuit is commenced.
20. Lessee states that the person entering this rental and/or purchase order and signing this agreement on Lessee's behalf is authorized to do so; and Lessee, by accepting the listed equipment and/or supplies or any part thereof ratifies such order entry, such signing and the binding effect upon it of these contract terms and provisions.
21. The use of Lessee's purchase order number or rental order number on this contract is for Lessee's convenience and identification only, it being recognized and understood by the parties, that this contract constitutes the sole agreement between TLC Rents and Lessee and supersedes any purchase order or rental order provisions, or any representation or agreement, written or oral not specifically set forth herein, whether sent or received prior to or subsequent to this contract. Absence of such number shall not constitute grounds for non-payment.
22. If TLC Rents accepts an instrument which is signed but in any other way incomplete the parties agree that authority shall be given the TLC Rents to complete and said instrument and that it is intended to become an instrument and shall be effective when completed by TLC Rents.
23. TLC Rents does not guarantee specific delivery or pick up times but will try to accommodate customer's requests. Set up and take-down services are available for an additional fee if arrangements are made in advance.

Important Information

If customer pays for the Damage Waiver, in consideration of the additional charge paid by customer, their responsibility for loss or damage to the equipment, as stated on the rental contract, shall be modified as follows:

1. Loss or Damage resulting from Theft or Vandalism:

In the event the loss or damage to the Equipment is caused by theft or vandalism, TLC Rents shall limit its claim against customer to one half (1/2) of the full replacement value of such Equipment, provided Customer promptly reports such loss or damage to the Company and the police and Customer furnishes Company a copy of the written police report regarding said loss or damage within 10 days.

2. Loss or Damage not resulting from Theft or Vandalism shall not be the responsibility of the customer with the exception of the following:

- a) Loss or damage resulting from overloading the Equipment or other misuse or improper use of the Equipment.
- b) Loss or damage resulting from negligence in properly servicing & maintaining the equipment while in customer possession.
- c) Loss or damage to tires or tubes of any kind.
- d) Loss or damage resulting from operation of the Equipment by any person other than a properly trained operator or in violation of any manufacturers safety instructions.
- e) Loss or damage resulting from altering Equipment from its original design.
- f) Loss or damage during loading, unloading or transporting the Equipment.
- g) Loss or damage caused by third parties or during an unauthorized use of the Equipment.
- h) Loss or damage related to the use of the Equipment in violation of the Rental Contract.

Damage Waiver is 12% of the rental fee of covered items.

Damage Waiver will be included on all cash rentals.

Charge account customers may waive Damage Waiver by providing coverage on a current certificate of insurance naming TLC Rents as additional insured. Charge account customer may also choose to pay for replacement of item in full.

- ALL EQUIPMENT MUST BE KEPT DRY AND OUT OF WEATHER AT ALL TIMES.
- TO AVOID EXTRA CHARGES, PLEASE RINSE DISHES BEFORE RETURN.
- WHITE WOOD CHAIRS MUST BE RETURNED INSIDE CANVAS BAGS.
- SECURITY DEPOSITS ARE REQUIRED ON ALL RENTALS.
- RENTAL COMPLETE ONLY WHEN CHECKED IN AT COUNTER.
- THERE IS A 50% CANCELLATION FEE ON ANY ORDERS CANCELLED WITHIN 7 DAYS PRIOR TO DELIVERY OR WILL-CALL DATE
- CHANGES MAY BE MADE SEVEN DAYS PRIOR TO DELIVERY OR WILL-CALL DATE WITHOUT PENALTY.
- ALL TABLES & CHAIRS ARE DELIVERED STACKED AND ARE TO BE PICKED UP STACKED.

I have read the above provision and I agree to the terms.