

TRAILERS: With respect to rented trailers, you agree to: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and regularly inspect all contents of, and refrain from overloading, such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) comply with all applicable laws, rules and regulations (including DOT and FMCSA requirements), and connect all lights and turn signals; and (e) avoid confiscation, seizure, impounding and/or "booting"; (f) timely pay all tolls, taxes, fees, fines, and other charges; (g) maintain them in roadworthy condition; and (h) waive all claims against Lessor for damage to motor vehicle(s) (including bumpers, hitches and mirrors), as well as all associated direct and indirect damages (see Page 2 hereof).

DROPOFFS: By initialing the box to the right, you acknowledge that you: (a) have requested that Eagle Rental, Inc., d/b/a "Eagle Rental Center" ("ERC") deliver the Rented Items to the location specified above (the "Site") in your absence; (b) have received all necessary familiarization, training, instructions and warnings regarding the safe and proper use of such Rented Item(s); (c) voluntarily assume all liability for such Items (including without limitation, any and all loss and/or damage thereto) from and after such delivery; and (d) agree to accept the statements of ERC's representatives regarding the status, condition, and quantity(ies) of such Rented Items and the Site as of the date and time of such delivery (and waive and relinquish any and all claims to the contrary).

Our Limited Damage Waiver ("LDW") is **OPTIONAL AND MAY BE DECLINED** if you provide the Insurance required on the reverse side or Page 2 of this Contract: If you decline LDW, or if you fail to pay the **non-refundable LDW Fee prior to commencement of the Rental Term, you will be responsible for ALL damage to the Rented Item(s), including the full (new) replacement value thereof.** Initial the box to the right if you wish to decline LDW:

Initials
Initials
Initials

All charges due and coming due hereunder are subject to **FINAL AUDIT** by Eagle Rental, Inc., d/b/a "Eagle Rental Center" ("ERC"). **By signing below, you authorize ERC to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide.**

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND THOROUGHLY INSPECTED EACH OF THE RENTED ITEM(S), ALL OF WHICH ARE COMPLETE AND IN GOOD ORDER, CONDITION AND REPAIR, PROPERLY FUNCTIONING, AND OTHERWISE IN ALL WAYS ACCEPTABLE TO YOU.

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side or Page 2 hereof. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY ERC.

Any item(s) sold to you ("Sale Items"), as specifically identified above, are provided **"AS-IS"** and **"WITH ALL FAULTS,"** and are subject to the terms of this Contract (modified as necessary to address sales). All item(s) not specifically identified as "Sale Items" above will be deemed to be "Rented Item(s)" for purposes of this Contract.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the **front and reverse side (or Page 2)** of this Contract, that you have received a complete and legible copy of this Contract, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith.

SIGNATURE OF/FOR CUSTOMER/LESSEE/GUARANTOR:

X _____

Name (Printed): _____

TERMS AND CONDITIONS OF RENTAL CONTRACT – SPECIAL EVENTS

For good and valuable consideration, you and Eagle Rental Center, Inc, a Pennsylvania corporation, d/b/a "Eagle Rental Center" (hereinafter, "ERC") agree as follows:

1 As used herein, "P.1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the items rented to you, as identified on P.1 (including any "Instructions" referenced in Section [or "§"] 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean ERC.

2 You agree to rent the Rented Item(s) from ERC for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by ERC in the return condition required under § 8. Unless otherwise specifically agreed by ERC, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional amounts will be due for overtime, overuse, misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay ERC: (i) the Estimated Rent, together with any deposit as and when specified on P.1 (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed by ERC. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

3 Except with respect to Items we rent from third parties (each, a "TPO") and then re-rent to you ("Re-Rented Items"), ERC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Items) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You SHALL NOT loan, transfer, sublet or assign any Item(s) or this Contract** without our prior written consent (in our sole discretion). ERC may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any obligations or liabilities of ERC.

4 You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any services (including delivery, installation, setup, operation and/or retrieval), you will: (a) pay our stated charge(s) for the same; (b) be present (or ensure your representative is present) at the Site at the agreed time(s); and (c) ensure our representatives have full access to the Site at all times. **We will not be responsible for any delay(s) caused by other parties**, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless ERC. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of our representatives regarding the same (including the status, location(s), condition and quantities of the Item(s) and the Site).

5 Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item; (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by ERC), examined and tested by you or your agent(s); and (b) you; (i) have received, read and understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including without limitation, all applicable EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will timely give all required notice(s), and unless otherwise agreed in writing by ERC, obtain all necessary licenses, authorizations and approvals (including without limitation, the approval(s) of all governmental authorities as well as the owner(s) of the Site); (v) will ensure all underground utilities are clearly and properly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 and go to www.pa811.org or www.pa1call.org at least 3, but not more than 10, local business days in advance); (vi) will immediately cease using and evacuate any Item that malfunctions or proves defective (a "Malfunction"); (vii) will create and post in a conspicuous place an **OSHA-COMPLIANT EVACUATION PLAN** for all rented Temporary Structures; and (viii) will comply, and ensure that all others comply, with this Section.

6 **AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** (a) each Rented Item is used safely and only (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth on P.1 (the "Site"); and (iv) otherwise in full compliance with the "Instructions" identified in § 5, as well as all applicable laws, rules, regulations and ordinances; and (b) **ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES.** You will not, nor will you permit anyone else to: (A) use open flames in, under or near any Temporary Structure; (B) abuse, misuse, overuse, move, remove from the Site, reposition, conceal, repair, modify, damage or destroy any Rented Item; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without the prior written consent of ERC.

7 In the event of a Malfunction (as defined in § 5), you will immediately cease using and evacuate the Malfunctioning Item and notify ERC. Provided the Malfunction did not result from the wrongful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the subject Item; (b) provide you with a comparable replacement; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligations regarding Malfunctions, all of which you waive, together with all associated incidental and consequential damages.

8 You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored and locked when not in use; and (c) return them to ERC on time, clean, and in good order, condition and repair. If you fail to comply with this § 8, then in addition to your other obligations arising under this Contract, you agree to pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s). Certain Item(s) may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return to ERC, you will ensure that all Rented Items are properly Packed, using the same packing materials, and are free of burns, stains, mold, mildew and discoloration. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

9 **WARNING: TENTS, INFLATABLES, AMUSEMENTS, STAGES AND FLOORS ("TEMPORARY STRUCTURES") AND ITEMS USED FOR COOKING AND/OR HEATING CAN BE DANGEROUS AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens you agree to immediately: (a) DISCONTINUE USING AND EVACUATE** such Item(s); (b) notify us of the same as soon as possible; (c) take all necessary steps to: (i) ensure the safety of all occupants; and (ii) protect all Rented Items; and (d) **PERMIT ERC, IN ITS SOLE DISCRETION, TO POSTPONE DELIVERY AND/OR INSTALLATION OF, AND/OR DISMANTLE, STORE AND/OR RETRIEVE ANY OR ALL OF SUCH ITEM(S)** (without obligating ERC to do so).

10 If and only if, we have offered, and you have elected to purchase our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1 **IF AVAILABLE**) and paid the non-refundable LDW Fee

referenced therein in advance of the Term, you will have no liability to us for 80% of the cost to repair or replace covered Rented Item(s) ("Covered Items") which suffer physical damage during the Term; provided however, that **you will remain fully liable for:** (a) all damage to or loss of: (i) Item(s) not covered by LDW (including tents); (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) failure to timely return Rented Item(s) to us as required hereunder; (C) negligence, misuse and/or abuse; (D) use of alcohol or drugs; and/or (E) use of any Item in violation of any applicable law, rule, regulation, instruction, insurance policy or warranty; (b) 20% of all costs associated with repairing and/or replacing Covered Items; and (c) all repair/replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide property damage/inland marine insurance covering all Rented Item(s) for its/their full new replacement value(s). **LDW DOES NOT COVER TENTS. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

11 **NO WARRANTIES:** ERC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "**AS-IS**". NEITHER ERC NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE**) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY ERC OR ANY TPO, NOR DOES ERC OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES.**

12 **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, SECURING, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S) (collectively, "Risks"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ERC AND EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such Risks, as well as all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with your breach of this Contract; and **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

13 This Contract, together with any addenda we provide, each of which is incorporated herein, represent the entire agreement between you and ERC, superseding all other agreements and representations, including without limitation, our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot be further amended or extended except in a writing signed by ERC You grant to ERC and each TPO a perpetual, paid-up, royalty-free license to create, edit, distribute, display and copy audio and visual representations which include any of the Item(s). **You authorize ERC to submit all amounts coming due under this Contract to any debit or credit card(s) you provide.** If any legal action is commenced in connection with this Contract, ERC will be entitled to recover its costs and expenses associated therewith (including its attorneys' fees and expenses) from you if ERC prevails. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is rendered impractical as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding ERC's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. **Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us hereunder.** These Terms and Conditions apply to all Rented Item(s) and to all other items you obtain from ERC at any time (except only as we otherwise agree). You agree to: (a) maintain all insurance we may require (including liability and property damage or "inland marine" insurance); and (b) pay all taxes, fines, fees, tolls, duties, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge that: (i) this Contract: (A) is fair and reasonable; and (B) shall be interpreted under the laws of the State of Pennsylvania; and (ii) proper venue for all associated civil legal proceedings shall lie solely in the federal, state and local courts located in or nearest to Lancaster County, PA (unless waived by ERC). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing hereon and/or on any addenda will be deemed originals.

14 Your duties hereunder are **unconditional**. If you or any guarantor: (a) fail to timely pay or perform any of your obligations arising under this Contract; (b) provide any incorrect or misleading information to ERC; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 10), you will be in default hereunder, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, lock, empty, dismantle and/or disable any Rented Item(s) without being guilty of breach, trespass or liable for personal injuries or property damage (for which you agree to indemnify, defend and hold harmless ERC, its employees, agents and contractors); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (jointly and severally) all associated damages, losses, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); (vii) **appear in court and confess judgment on your behalf;** and/or (viii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. **YOU AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST YOU FOR ALL UNPAID RENT AND OTHER AMOUNTS DUE UPON YOUR DEFAULT UNDER THIS CONTRACT. YOU WAIVE NOTICE AND SERVICE OF PROCESS WITH RESPECT THERETO AND AGREE THAT VALID SERVICE MAY BE MADE BY CERTIFIED MAIL TO YOUR LAST KNOWN ADDRESS.**

15 **WARNING:** Wrongfully obtaining property or services of another by deception, threat or other means to avoid payment, the provision of false or misleading information in order to obtain rented property, and/or dealing with rented property as your own may be deemed theft resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. See 18 Pa.C.S. §§ 3926 and 3932, et seq. for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE