

## TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) **Definitions.** As used herein, "Page 1" refers to the first page or "face" of this Contract. "Rented Item(s)" means the "Item(s) Rented" as identified on Page 1, "Customer," "you" and "your" mean the "Lessee" identified on Page 1, and "Lessor," "Canopy Pro's," "we," "us" and "our" mean Barbaresco 1990, Inc., an Ohio corporation, d/b/a "Canopy Pro's Party Rentals."
- (2) **Rental.** You agree to rent the Rented Item(s) from Lessor for the period(s) specified on Page 1 (the "Term"), and to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff (except only as otherwise expressly set forth in Section 9 hereof), until the Rented Item(s) is/are returned to and accepted by Canopy Pro's. Rental rates are for normal use of the Rented Item(s) on a single-event (for tents and party rental items), or single-shift (for all other items) basis during the Term. The Rent will be increased for any additional time or use. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (i) to pay us: (i) any deposit(s) specified on Page 1; and (ii) all anticipated Rent at least 14 days prior to commencement of the Term (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe Canopy Pro's from any Prepayment; (ii) no interest will accrue on your Prepayment; and (iii) no Prepayment will be deemed a limit of your liability to Canopy Pro's. No allowance, proration, reduction or setoff will be made for weekends, holidays, time in transit or other period(s) of nonuse or partial use, and you expressly waive and relinquish all claims thereto.
- (3) **Cancellations.** If you cancel your reservation, you agree to pay us (and permit us to deduct from any Prepayment) a cancellation fee of: (a) 6% of the anticipated Rent on all cancellations (\$30 minimum); (b) an additional \$50 for tent reservations canceled within 1 month of scheduled delivery; and (c) with respect to reservations cancelled within 2 weeks of scheduled delivery/commencement, an additional (i) 50% of the anticipated Rent for tents and accessories, and (ii) 25% for other equipment. PREPAYMENTS ARE OTHERWISE 100% NON-REFUNDABLE. Anything included with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered to and will become our property if you fail to retrieve it within three (3) days thereafter.
- (4) **Deliveries / Additional Services.** Unless we agree to perform any of the following services on your behalf (in which event, you will pay Canopy Pro's the amount(s) specified on Page 1, or if not specified, our regular charge(s) for the same), you agree to: (a) give all required notice(s) to governmental authorities; and (b) obtain all necessary licenses, authorizations and permits. If we agree to deliver, set up, install, take down, dismantle, re-pack and/or retrieve any Rented Item(s), you agree to: (i) ensure all our representatives have reasonable access to the Site; and (ii) pay an additional charge for delivery(ies) and/or return(s): (A) on Sundays or holidays; (B) other than at ground level (e.g., up or down stairs); and/or (C) which is/are delayed as a result of the act(s) or omission(s) of any party other than Canopy Pro's. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of Canopy Pro's representatives regarding the same (including without limitation, the status, location, condition and quantities thereof). We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including any providers of other equipment, products or services ("Other Providers") for which you agree to indemnify, defend and hold harmless Canopy Pro's.
- (5) **Use. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** Each Rented Item is used reasonably and safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the "Instructions" identified in Section 7 (b) below, as well as all applicable laws, rules and regulations. You will not, nor will you permit anyone else to abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without our prior written consent (granted or denied in our sole discretion).
- (6) **Protection and Return.** You will at all times during the Term: (a) protect the Rented Item(s); (b) provide all necessary lighting, power, heating, ventilating and air conditioning; (c) ensure the Site is reasonably safe and secure; and (d) protect, lock and secure the Rented Item(s) when not in use. You will return the Rented Item(s) to Canopy Pro's on time (during our regular business hours), clean and otherwise in good order, condition and repair. Otherwise, you will pay us: (a) "Adjusted Rent" equal to 125% of the Rent originally specified on Page 1, for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses (both direct and indirect, including cleaning charges) we may incur in: (i) doing so, or at our option, and/or in our sole and absolute discretion, (ii) replacing such Rented Item(s). Certain items 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, you will ensure that all Rented Items are properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.
- (7) **Inspections/Safety.** Upon your execution of this Contract (or upon later delivery of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition and is in all ways acceptable to you; and (iii) is appropriate for your purposes based on your own assessment, and not based on the recommendation of Lessor; and (b) you: (i) have received, read and understood any and all instructions, warnings, and other information, if any (including all instructions, warnings and/or training required under applicable Fire Codes, EPA, OSHA, ASSE and/or ANSI Standards, if any) regarding the proper and safe transportation, installation, use, occupancy, maintenance and storage of the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (v) will advise the appropriate Utilities Protection Service(s), mark all underground utilities and cables (call 811), and obtain all necessary licenses, permits and approvals prior to driving stakes or otherwise disturbing any ground surface; (vi) will not permit the use or storage of heat or fire sources, open stoves or flammables unreasonably close to or inside of any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and enforce an effective EVACUATION PLAN for all rented Tents; and (ix) will cause all other parties to comply with this Section.
- (8) **Certain Risks, TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER** (e.g., rain, snow, sleet, hail and high winds). If hazardous weather occurs or threatens, you will: (a) cause all occupants to DISCONTINUE USE OF AND EVACUATE such Rented Item(s); (b) protect the Rented Item(s); and (c) PERMIT LESSOR, AT ITS SOLE OPTION, TO DELAY DELIVERY, OCCUPANCY AND/OR INSTALLATION OF, OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH RENTED ITEM(S) (without obligating Lessor to do so). YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CANOPY PRO'S FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE FOREGOING.
- (9) **Replacement.** In the event of a Malfunction, you will immediately notify us, and we will, at our option: (a) repair the subject Rented Item; (b) provide you with a replacement or comparable item; or (c) return to you the unused portion of the Rent and cancel this Contract. The foregoing remedy is exclusive. We will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising in connection therewith against Lessor.
- (10) **Ownership/Transfers.** Except only as expressly provided in Section 19 hereof (if applicable), Canopy Pro's will retain title to all Rented Item(s) at all times. Your only right with respect to the Rented Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking of any lien or encumbrance on any Rented Item. You may not transfer, sublet or assign any Rented Item(s) or this Contract without the written consent of Canopy Pro's.
- (11) **Insurance.** You will maintain all insurance we deem necessary, but in any event, at least: (a) public liability insurance with minimum limits of \$1,000,000 per occurrence, (b) property damage or

"inland marine" insurance for the full (new) replacement value of the Rented Items; and (c) host liquor liability or "Dram Shop" insurance, with all policies naming Lessor as an additional insured and loss payee, and waiving subrogation against Canopy Pro's, its owners, officers, agents and insurers.

(12) **Default/Remedies.** If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to Lessor; (c) become insolvent; or (d) die or cease conducting business; you will be in default, whereupon, we may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of breach, trespass or other transgression (which you hereby expressly waive); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity to or for the benefit of Canopy Pro's.

(13) **WARNING: TEMPORARY STRUCTURES (E.G., TENTS), STAGES, AND EQUIPMENT USED FOR COOKING, CUTTING, HEATING AND/OR GENERATING ELECTRICITY IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, TRANSPORTED, INSTALLED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY INSTRUCTED INDIVIDUALS.**

(14) **WAIVER/INDEMNITY.** CANOPY PRO'S IS NOT THE MANUFACTURER OR DESIGNER OF THE RENTED ITEM(S) OR ANY SALE ITEM(S), AS DEFINED BELOW (COLLECTIVELY, "ITEMS"), NOR IS CANOPY PRO'S THE AGENT OF ANY SUCH MANUFACTURER OR DESIGNER. ACCORDINGLY, EACH OF SUCH ITEMS IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." CANOPY PRO'S MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY OF SUCH ITEMS OR ANY SERVICES PROVIDED BY CANOPY PRO'S, NOR DOES CANOPY PRO'S MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY LASTING IMPRESSIONS WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES. TO THE EXTENT PERMITTED BY LAW: (A) YOU ASSUME ALL RISK OF INJURY, LOSS, PROPERTY DAMAGE AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE SUBJECT ITEMS AND SERVICES, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, OCCUPANCY, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, STORAGE, MAINTENANCE, REPAIR, RETURN AND/OR RETAKING OF THE ITEMS, WHETHER OR NOT YOUR FAULT, AND (B) YOU HEREBY RELEASE AND DISCHARGE CANOPY PRO'S FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CANOPY PRO'S AND ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH EACH OF SUCH ITEMS AND SERVICES, except only to the extent arising solely and directly from the gross negligence of Canopy Pro's.

(15) **UCC.** You waive any and all rights and remedies conferred upon you under the Uniform Commercial Code (including without limitation, Sections 2A-508 through 522 thereof), and all incidental, consequential, special, exemplary and punitive damages against Canopy Pro's.

(16) **Media.** You hereby grant Canopy Pro's a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include any Item(s), both publicly and privately, at such time(s) and in such manner(s) as we deem appropriate.

(17) **Damage Waiver.** If you have purchased the optional Damage Waiver on Page 1, you will have no liability to Canopy Pro's for 90% of the cost to repair physical damage to the applicable (covered) Rented Item(s), except that you will remain liable in all events for damage or loss caused in whole or in part by: (a) your breach of this Contract; (b) failure to return Rented Item(s); (c) overloading, misuse and/or abuse; and/or (d) use of any Rented Item in violation of any policy of insurance. Your insurance will continue to apply for your benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to Canopy Pro's all of your rights thereunder and to assist us in recovering from your insurer for all damages covered by this Damage Waiver.

(18) **Miscellaneous.** This Contract, and any Addenda signed or provided by us, represent the entire agreement between you and Canopy Pro's. This Agreement supersedes all other agreements and representations by or on behalf of Canopy Pro's (including our website and advertising). Your duties hereunder are UNCONDITIONAL. You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Items (or any of them). If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed modified only to the extent required to make it valid and enforceable, or if such modification is impossible, deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. We may, without notice or liability to you, inspect the Rented Item(s) at any time. 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. If any performance required of Canopy Pro's is delayed or rendered impractical as a result of any act or omission of any Other Providers 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 any and all statutes of limitations regarding our rights and remedies. All amounts due 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 NSF. Our maximum liability under or in connection with this Contract is hereby limited to the amount(s) actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of or damage to persons or property arising in connection with the Items, and that allocation is reflected in a reduced Rent (or sale price, as applicable). This Contract applies not only to the Items identified on Page 1, but also to all other Items provided by Canopy Pro's in the future (except only as we may otherwise agree in writing). This Contract: (A) is not a financing arrangement; (B) cannot be further amended or extended except in a writing signed by an authorized representative of Canopy Pro's; and (C) will be governed solely by the laws of the United States and the State of Ohio. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the State and County in which our principal office is located. Your handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original.

(19) **Sale Terms.** Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "As Is" and "With All Faults," and are subject to the terms of Sections 7, 8, 12, 13, 14, 15, 16 and as appropriate, 18 hereof. All item(s) not specifically identified as "Sale Items" on Page 1 will be deemed to be "Rented Item(s)" for purposes of this Contract.

(20) **WARNING.** Subject to applicable law, wrongfully obtaining property or services of another by deception, threat or other means to avoid payment, or failing to timely pay for or return any such item(s) may be deemed theft, and will subject the violator to civil and/or criminal penalties. Refer to Ohio Revised Code, § 2913.72, et seq. for details.

The undersigned has carefully read and understands these Terms and Conditions and personally guarantees the Customer's prompt performance of its obligations hereunder.

Signature: \_\_\_\_\_  
Customer / Lessee / Authorized Signatory

A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST

## TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

(1) **Definitions.** As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" means the "Item(s) Rented" as identified on Page 1, "Customer," "you" and "your" mean the "Lessee" identified on Page 1, and "Lessor," "Canopy Pro's," "we," "us" and "our" mean Barbaresco 1990, Inc., an Ohio corporation, d/b/a "Canopy Pro's Party Rentals."

(2) **Rental.** You agree to rent the Rented Item(s) from Lessor for the period(s) specified on Page 1 (the "Term"), and to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff (except only as otherwise expressly set forth in Section 9 hereof), until the Rented Item(s) is/are returned to and accepted by Canopy Pro's. Rental rates are for normal use of the Rented Item(s) on a single-event (for tents and party rental items), or single-shift (for all other items) basis during the Term. The Rent will be increased for any additional time or use. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) any deposit(s) specified on Page 1; and (ii) all anticipated Rent at least 14 days prior to commencement of the Term (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe Canopy Pro's from any Prepayment; (ii) no interest will accrue on your Prepayment; and (iii) no Prepayment will be deemed a limit of your liability to Canopy Pro's. No allowance, proration, reduction or setoff will be made for weekends, holidays, time in transit or other period(s) of nonuse or partial use, and you expressly waive and relinquish all claims thereto.

(3) **Cancellations.** If you cancel your reservation, you agree to pay us (and permit us to deduct from any Prepayment) a cancellation fee of: (a) 6% of the anticipated Rent on all cancellations (\$30 minimum); (b) an additional \$50 for tent reservations canceled within 1 month of scheduled delivery; and (c) with respect to reservations cancelled within 2 weeks of scheduled delivery/commencement, an additional (i) 50% of the anticipated Rent for tents and accessories, and (ii) 25% for other equipment. **PREPAYMENTS ARE OTHERWISE 100% NON-REFUNDABLE.** Anything included with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered to and will become our property if you fail to retrieve it within three (3) days thereafter.

(4) **Deliveries / Additional Services.** Unless we agree to perform any of the following services on your behalf (in which event, you will pay Canopy Pro's the amount(s) specified on Page 1, or if not specified, our regular charge(s) for the same), you agree to: (a) give all required notice(s) to governmental authorities; and (b) obtain all necessary licenses, authorizations and permits. If we agree to deliver, set up, install, take down, dismantle, re-pack and/or retrieve any Rented Item(s), you agree to: (i) ensure all our representatives have reasonable access to the Site; and (ii) pay an additional charge for delivery(ies) and/or return(s): (A) on Sundays or holidays; (B) other than at ground level (e.g., up or down stairs); and/or (C) which is/are delayed as a result of the act(s) or omission(s) of any party other than Canopy Pro's. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of Canopy Pro's' representatives regarding the same (including without limitation, the status, location, condition and quantities thereof). **We will not be responsible for delay(s) caused by the acts or omissions of any other parties,** including any providers of other equipment, products or services ("Other Providers") for which you agree to indemnify, defend and hold harmless Canopy Pro's.

(5) **Use. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** Each Rented Item is used reasonably and safely and **only:** (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the "Instructions" identified in Section (7) below, as well as all applicable laws, rules and regulations. You will not, nor will you permit anyone else to abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without our prior written consent (granted or denied in our sole discretion).

(6) **Protection and Return.** You will at all times during the Term: (a) protect the Rented Item(s); (b) provide all necessary lighting, power, heating, ventilating and air conditioning; (c) ensure the Site is reasonably safe and secure; and (d) protect, lock and secure the Rented Item(s) when not in use. You will return the Rented Item(s) to Canopy Pro's on time (during our regular business hours), clean and otherwise in good order, condition and repair. Otherwise, you will pay us: (a) "Adjusted Rent" equal to 125% of the Rent originally specified on Page 1, for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses (both direct and indirect, including cleaning charges) we may incur in: (i) doing so, or at our option, and/or in our sole and absolute discretion, (ii) replacing such Rented Item(s). Certain items 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, you will ensure that all Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

(7) **Inspections/Safety.** Upon your execution of this Contract (or upon later delivery of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition and is in all ways acceptable to you; and (iii) is appropriate for your purposes based on your own assessment, and not based on the recommendation of Lessor; and (b) you: (i) have received, read and understood any and all instructions, warnings, and other information, if any (including all instructions, warnings and/or training required under applicable Fire Codes, EPA, OSHA, ASSE and/or ANSI Standards, if any) regarding the proper and safe transportation, installation, use, occupancy, maintenance and storage of the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for the manufacturer's intended purpose, in a reasonable and safe manner; **(v) will advise the appropriate Utilities Protection Service(s), mark all underground utilities and cables (call 811), and obtain all necessary licenses, permits and approvals prior to driving stakes or otherwise disturbing any ground surface;** (vi) will not permit the use or storage of heat or fire sources, open stoves or flammables unreasonably close to or inside of any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and enforce an effective **EVACUATION PLAN** for all rented Tents; and (ix) will cause all other parties to comply with this Section.

(8) **Certain Risks.** **TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER** (e.g., rain, snow, sleet, hail and high winds). If hazardous weather occurs or threatens, you will: (a) cause all occupants to DISCONTINUE USE OF AND EVACUATE such Rented Item(s); (b) protect the Rented Item(s); and (c) **PERMIT LESSOR, AT ITS SOLE OPTION, TO DELAY DELIVERY, OCCUPANCY AND/OR INSTALLATION OF, OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH RENTED ITEM(S)** (without obligating Lessor to do so). **YOU ASSUME ALL ASSOCIATED RISKS,** AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CANOPY PRO'S FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE FOREGOING.

(9) **Replacement.** In the event of a Malfunction, you will immediately notify us, and we will, at our option: (a) repair the subject Rented Item; (b) provide you with a replacement or comparable item; or (c) return to you the unused portion of the Rent and cancel this Contract. The foregoing remedy is exclusive. We will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising in connection therewith against Lessor.

(10) **Ownership/Transfers.** Except only as expressly provided in Section 19 hereof (if applicable), Canopy Pro's will retain title to all Rented Item(s) at all times. Your only right with respect to the Rented Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking of any lien or encumbrance on any Rented Item. **You may not transfer, sublet or assign any Rented Item(s) or this Contract** without the written consent of Canopy Pro's.

(11) **Insurance.** You will maintain all insurance we deem necessary, but in any event, at least: (a) public liability insurance with minimum limits of \$1,000,000 per occurrence, (b) property damage or "inland marine" insurance for the full (new) replacement value of the Rented Items; and (c) host liquor liability or "Dram Shop" insurance, with all policies naming Lessor as an additional insured and loss payee, and waiving subrogation against Canopy Pro's, its owners, officers, agents and insurers.

(12) **Default/Remedies.** If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to Lessor; (c) become insolvent; or (d) die or cease conducting business; you will be in default, whereupon, we may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of breach, trespass or other transgression (which you hereby expressly waive); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity to or for the benefit of Canopy Pro's.

**(13) WARNING. TEMPORARY STRUCTURS (E.G., TENTS), STAGES, AND EQUIPMENT USED FOR COOKING, CUTTING, HEATING AND/OR GENERATING ELECTRICITY IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, TRANSPORTED, INSTALLED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY INSTRUCTED INDIVIDUALS.**

(14) **WAIVER/INDEMNITY.** CANOPY PRO'S IS NOT THE MANUFACTURER OR DESIGNER OF THE RENTED ITEM(S) OR ANY SALE ITEM(S), AS DEFINED BELOW (COLLECTIVELY, "ITEMS"), NOR IS CANOPY PRO'S THE AGENT OF ANY SUCH MANUFACTURER OR DESIGNER. ACCORDINGLY, EACH OF SUCH ITEMS IS PROVIDED "**AS-IS**" AND "**WITH ALL FAULTS.**" CANOPY PRO'S MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY OF SUCH ITEMS OR ANY SERVICES PROVIDED BY CANOPY PRO'S, NOR DOES CANOPY PRO'S MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. **NO DESCRIPTIONS OR ADVERTISEMENTS BY LASTING IMPRESSIONS WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES.** TO THE EXTENT PERMITTED BY LAW: (A) **YOU ASSUME ALL RISK** OF INJURY, LOSS, PROPERTY DAMAGE AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE SUBJECT ITEMS AND SERVICES, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, OCCUPANCY, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, STORAGE, MAINTENANCE, REPAIR, RETURN AND/OR RETAKING OF THE ITEMS, WHETHER OR NOT YOUR FAULT, AND (B) YOU HEREBY RELEASE AND DISCHARGE CANOPY PRO'S FROM **AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CANOPY PRO'S** AND ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH EACH OF SUCH ITEMS AND SERVICES, except only to the extent arising solely and directly from the gross negligence of Canopy Pro's.

(15) **UCC.** You waive any and all rights and remedies conferred upon you under the Uniform Commercial Code (including without limitation, Sections 2A-508 through 522 thereof), and all incidental, consequential, special, exemplary and punitive damages against Canopy Pro's.

(16) **Media.** You hereby grant Canopy Pro's a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include any Item(s), both publicly and privately, at such time(s) and in such manner(s) as we deem appropriate.

(17) **Damage Waiver.** If you have purchased the optional Damage Waiver on Page 1, you will have no liability to Canopy Pro's for 90% of the cost to repair physical damage to the applicable (covered) Rented Item(s), except that you will remain liable in all events for damage or loss caused in whole or in part by: (a) your breach of this Contract; (b) failure to return Rented Item(s); (c) overloading, misuse and/or abuse; and/or (d) use of any Rented Item in violation of any policy of insurance. Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to Canopy Pro's all of your rights thereunder and to assist us in recovering from your insurer for all damages covered by this Damage Waiver.

(18) **Miscellaneous.** This Contract, and any Addenda signed or provided by us, represent the entire agreement between you and Canopy Pro's. This Agreement supersedes all other agreements and representations by or on behalf of Canopy Pro's (including our website and advertising). Your duties hereunder are UNCONDITIONAL. You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Items (or any of them). If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed modified only to the extent required to make it valid and enforceable, or if such modification is impossible, deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. We may, without notice or liability to you, inspect the Rented Item(s) at any time. 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. If any performance required of Canopy Pro's is delayed or rendered impractical as a result of any act or omission of any Other Providers 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 any and all statutes of limitations regarding our rights and remedies. All amounts due 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 NSF. **Our maximum liability under or in connection with this Contract is hereby limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of or damage to persons or property arising in connection with the Items, and that allocation is reflected in a reduced Rent (or sale price, as applicable). This Contract applies not only to the Items identified on Page 1, but also to all other items provided by Canopy Pro's in the future (except only as we may otherwise agree in writing). This Contract: (A) is not a financing arrangement; (B) cannot be further amended or extended except in a writing signed by an authorized representative of Canopy Pro's; and (C) will be governed solely by the laws of the United States and the State of Ohio. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the State and County in which our principal office is located. Your handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original.

(19) **Sale Terms** Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**As Is**" and "**With All Faults,**" and are subject to the terms of Sections 7, 8, 12, 13, 14, 15, 16 and as appropriate, 18 hereof. All item(s) not specifically identified as "Sale Items" on Page 1 will be deemed to be "Rented Item(s)" for purposes of this Contract.

(20) **WARNING. Subject to applicable law, wrongfully obtaining property or services of another by deception, threat or other means to avoid payment, or failing to timely pay for or return any such item(s) may be deemed theft, and will subject the violator to civil and/or criminal penalties. Refer to Ohio Revised Code, § 2913.72, et seq. for details.**

The undersigned has carefully read and understands these Terms and Conditions and personally guarantees the Customer's prompt performance of its obligations hereunder.

Signature: \_\_\_\_\_  
Customer / Lessee / Authorized Signatory