

## TERMS AND CONDITIONS OF RENTAL CONTRACT – OCEAN TENTS & PARTY RENTALS

For good and valuable consideration, you and J&A Party Rentals, Inc., a New Jersey corporation, d/b/a "Ocean Tents & Party Rentals" (also referred to herein as "OT&P"; "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means your order or reservation identifying the item(s) being rented to you hereunder; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section for "\$1" 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1.

2. You agree to rent the Rented Item(s) from OT&P for the period(s) specified on Page 1 (the "Term") subject to the terms of this Contract. You agree to pay OT&P the rental rate(s) set forth on Page 1 (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all loss of and damage to the Rented Item(s) until such Item(s) is/are returned to and accepted by OT&P in the condition required under § 11. Rental rates are for normal use of the Rented Item(s) on a daily or per-event basis. The Rent will be increased for any additional time or use. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. OT&P has estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay OT&P: (a) (i) any "deposit" specified on Page 1 (or if none, 50% of the Estimated Rent) upon reservation; and (ii) 100% of the remaining Estimated Rent prior to commencement of the rental Term (together with the deposit, the "Prepayment"); and (b) all other amounts coming due hereunder upon demand. You agree that: (a) OT&P may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability to OT&P. **ALL PREPAYMENTS ARE NON-REFUNDABLE**, unless separately agreed in writing by OT&P. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

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

4. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined counted and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ASME, IBC, IFCC, NFPA, UL, IEEE, ASSP, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all applicable safety equipment and devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (For line locations, [call 811](tel:811) or [800-272-1000](tel:800-272-1000), and go to [www.nj1-call.org](http://www.nj1-call.org) at least 3 business days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); (vii) will promptly notify the police if any Item(s) is/are stolen or involved in any accident; and (viii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall prove incorrect or misleading at any time.

5. In the event of a Malfunction as defined in § 4, you agree to immediately notify and return each Malfunctioning Item to, OT&P, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use, operate, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

6. Except with respect to Item(s) OT&P rents from one or more third-party owner(s) (each, a "TPO") and re-rents to you, OT&P owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent (in our sole discretion). We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time, in which event, you will attend to the assignee, who will not be responsible for any pre-existing obligations or liabilities of OT&P.

7. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, CATCH FIRE OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CEASE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity (**IMPORTANT: Chairs typically have a capacity limit of 250 lbs.; DO NOT PLACE OR ALLOW MORE THAN 250 POUNDS ON ANY CHAIR PROVIDED BY US**); (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, Instructions, policies of insurance and warranties at all times.

8. **SAFETY PRECAUTIONS:** You will not, nor will you permit anyone else to, abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (A) **ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES**; (B) **POST AN OSHA-COMPLIANT EVACUATION PLAN ON OR NEAR EACH TEMPORARY STRUCTURE INCLUDED IN THE RENTED ITEM(S)**; AND (C) **EVACUATE, AND PERMIT OT&P TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S)** (without obligating us to do so), IF ANY HAZARD (INCLUDING WITHOUT LIMITATION, **SEVERE WEATHER**) OCCURS OR THREATENS.

9. **NO WARRANTIES:** OT&P IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED "**AS-IS**". OT&P MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES OT&P MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY J&A PARTY RENTALS, INC. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**

10. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) **ASSUME ALL RISKS**, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PRODUCTS LIABILITY, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN

CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS 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, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, TEARDOWN, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, DISINFECTION, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS**, J&A PARTY RENTALS, INC., each TPO, their respective parents, partners, affiliates and subsidiaries, 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 other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (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 and every Indemnitee.

11. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to OT&P on time at the end of the Term, complete, clean, disinfected, free of contamination (including asbestos, silica, beryllium and pathogens), burns, cuts, stains, discoloration and debris, and in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to any other amounts due under this Contract, you will pay us: (a) Rent at our highest incremental rate for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, disinfection, repairs, maintenance and/or replacement(s) of/to the 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. **YOU AGREE TO REFRAIN FROM PACKING ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY, IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

12. If and only if we have offered, and you have elected to purchase and paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$20 of repair/replacement costs for physical damage to each Item covered by LDW ("Covered Item(s)"); provided however, that you will remain fully liable for: (a) all loss of and damage to; (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) any breach of this Contract by you or your agents, employees, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s); (D) vandalism and malicious mischief; and (b) all Item(s) other than china, linens and tableware; and (c) all repair and replacement costs exceeding \$20 per Covered Item. You may decline LDW if you provide property damage/land marine insurance on the subject Rented Item(s). **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. We may, without further notice or liability to you, inspect and/or monitor (in person and/or electronically) any Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant us a perpetual, royalty free, worldwide, right and license to create, edit, display and distribute one or more images of your event(s) that include one or more Rented Item(s). You agree to provide any and all insurance we may require. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" event of *force majeure*, or other facts or circumstances beyond our reasonable control (including fire, flood, storm, earthquake, tsunami, war, terrorism, power surge or outage, epidemic and governmental and regulatory actions), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder for the Item(s) identified on P.1. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. In the event any legal action is commenced in connection with this Contract, the prevailing party will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from the non-prevailing party. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative.

14. Your Rental shall be deemed a "net" rental. Accordingly, your obligations hereunder shall be UNCONDITIONAL, and without setoff, reduction or counterclaim. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and any Indemnitee, and/or any of your obligations arising (i) hereunder or in connection (i) therewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if OT&P reasonably deems itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in **DEFAULT** under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (i) hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (i) hereunder, at law and/or in equity, all of which are and will remain cumulative.

15. This Contract shall be governed by and enforced under the laws of New Jersey. At our option, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator selected by us at the offices of the American Arbitration Association located in or nearest to Burlington County, NJ. The arbitrator's decision shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal, state and local courts located in or nearest to Burlington County, NJ (unless waived by OT&P). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU WAIVE YOUR RIGHTS TO TRIAL BY JURY AND TO PARTICIPATE IN ANY CLASS OR JOINT ACTION.**

16. This Contract and any addenda(um) we provide (including as applicable, our Evacuation Plan Guidelines, Covid-19/Pathogen, Safety Rules and Inspection and Acceptance Certificate), each of which is incorporated herein, constitute(s) the entire agreement between you and OT&P, superseding all of our other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, J&A Party Rentals, Inc., the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto). Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addenda will be deemed originals.

17. **Warning:** Obtaining rental property through deception, or failing to timely return Rented Item(s) may result in criminal prosecution under NJS §2C:20-8, et seq.

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