

# Rental Terms and Conditions

This document is a Contract. You should familiarize yourself with its unusual features so there will be no misunderstanding as to your obligations. The words Renter, You and Yours mean the person who signs this Rental Contract (or is obligated under its terms). This contract contains important terms and conditions, including Panache Event's disclaimer of all liability for injury or damage and details of Renter's obligations for rental and other charges and responsibilities to care for and return the item(s).

- 1. PHYSICAL CONDITION OF RENTAL ITEM(S)** - You acknowledge that before taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Panache Events in the same condition it left in, except for ordinary wear and tear.
- 2. USE OF THE ITEM(S)** - You agree that you are satisfied with the instruction given by Panache Events properly and safely of using the item(s) or that you are so familiar and told Panache Events that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understood all manuals, written operating instructions, and warning as supplied for the equipment. Once the equipment leaves our facility, no credits will be issued for unused equipment.
- 3. RESPONSIBILITY FOR USE & DISCLAIMER OF WARRANTIES** - You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Panache Events from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Panache Events' negligence, from the defective condition of the item(s), or any cause. You agree that no warranties, expressed or implied, including merchantability or fitness for a particular purpose have been made in connection with the equipment rented.
- 4. RESPONSIBILITY FOR EQUIPMENT** - From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s).
- 5. ITEM(S) FAILURE** - You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of will immediately (one hour or less) notify Panache Events of the facts. Panache Events agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Panache Events shall not be responsible for any injury or damage, including consequential damage resulting from failure or defect of a rented item(s).
- 6. RETURN OF ITEM(S)** - The rented item(s) is Panache Events' property and is rented to you subject to this contract for rental charges and the period noted on the contract page. If you desire to extend the term of this rental beyond the time and date specified on the rental contract, you must immediately notify Panache Events to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 9). If this agreement has not been extended, and you fail to return the item(s) when due in, Panache Events, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so Panache Events or its representatives may enter your property and you hereby waive any right of action against Panache Events for such entry and retaking. Also, you acknowledge that the failure to return the rented item(s) within the contract time and the sale or concealment of the rented item(s) are prohibited and that such action may constitute a crime. Panache Events, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints subjecting you to prosecution.
- 7. CHARGES AND PAYMENT** - You are responsible for rental charges from the time the item(s) is "Out" as specified on the rental contract delivery date until it is returned and other charges hereunder. Return the item(s) promptly, clean, and in good condition. You and your representative, agent or principal shall be responsible for and shall pay Panache Events all charges hereunder. All charges are due upon return of the item(s) and on-demand. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and the other obligations and responsibilities of the Renter hereunder. You agree to authorize Panache Events to charge your credit card for any damage or loss of equipment while in your possession not returned within 72 hours of the agreed rental return date. If rental charges are not paid within ten days of their due date, Panache Events at its discretion may recalculate all charges on a daily rental rate basis.
- 8. METHOD OF PAYMENT** - Our preferred method of payment is an ACH direct bank transfer. However, we accept all major credit cards (Visa, American Express, Mastercard, and Discover) with a 3% recovery fee. If you would like to pay by check, you must request a credit terms application.
- 9. COLLECTION COSTS** - You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.
- 10. MODIFICATION OF CONTRACT** - This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Panache Events' rights may be changed, and no extension of the terms of this contract may be made except in writing signed by Panache Events and made a part of this contract.
- 11. DAMAGE WAIVER** - If you pay the damage waiver charge as specified, subject to the limitations and exclusions below, Panache Events agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, and riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property. The damage waiver charge is non-refundable.
- 12. SPECIAL ORDERS** - A signed contract and a non-refundable deposit will be required for any special order requests. Once an order is confirmed, the customer is responsible for any cancellation fees.
- 13. CANCELLATION POLICY** - You acknowledge that it is your responsibility to call in if you need to cancel a reservation order. No refund will be given on a specialty procured item(s). Panache Events agrees to give a full refund if you cancel a reservation order a minimum of seven (7) days before the agreed upon deliver/out date. Furthermore, Panache Events agrees to give a partial refund of 75% of the rental order balance if you cancel or reduce the rental item quantity a minimum of four (4) days before the agreed upon deliver/out date. Likewise, Panache Events agrees to give a partial refund of 50% of the rental order balance if you cancel or reduce the rental item quantity a minimum of one (1) day before the agreed upon deliver/out date. You acknowledge that there is no refund possible for a cancellation, order reduction or delivery order refusal on the same day as the deliver/out date. Refunds will be issued up to 30 days from the date of cancellation.