



## L&B Concepts Rental Contract

This Agreement is by and between L&B Concepts, Inc. ("L&B Concepts") and renting and/or purchasing party ("Customer") identified in the applicable L&B Concepts event rental quotation, order, acknowledgement, invoice, or any other contract or agreement between L&B Concepts and Customer (individually and collectively referred to herein as "Contract"), who hereby agree to be bound by these Terms and Conditions of Rental and Sale ("Terms") for the materials, goods, and/or products (collectively, the "Goods") rented or sold to Customer pursuant to such Contract. Customer hereby agrees that it will be bound by these Terms and be responsible for orders placed on its behalf by an event coordinator, planner, representative, or agent of Customer, for which such Customer is identified on the Contract, as if such Customer placed such order directly with L&B Concepts.

### **ACCEPTANCE/SOLE TERMS:**

The provisions set forth herein together with the provisions of the Contract constitute all of the terms and conditions for Customer and with L&B Concepts with regard to the Goods. L&B Concept's acceptance and delivery or shipment of Customer's order is expressly made conditional on Customer's assent to these Terms. Any and all terms, conditions, or provisions specified in any quotation or otherwise (whether oral, typed, written, or printed) that in any way change, modify, amplify, differ from, or add to these Terms or L&B Concept's Contract, are null and void and of no effect, even if (i) L&B Concepts does not expressly object to such terms, conditions, or provisions, or (ii) such terms, conditions, or provisions are specified subsequent to such other documents. Customer hereby agrees that no terms additional to or deviating from these Terms shall become part of the Contract unless and until written acceptance of such additional or deviating terms, signed by an authorized officer of L&B Concepts, has been issued to Customer. Customer's acceptance of any Goods supplied by, or on behalf of, L&B Concepts shall, without limitation, also constitute acceptance of these Terms.

### ***FEES:***

3. **DAMAGE DEPOSIT FEES.** Customer agrees to deposit with L&B Concepts as a damage deposit for the equipment noted on the Rental Order the amount specified on the Rental Order payable at the time of placing the order. Customer acknowledges receipt of a copy of the regulations governing the use of L&B Concept's equipment and agrees to be bound by the terms thereof. L&B Concepts will return all or a portion of this damage deposit to the Customer promptly after L&B Concepts has had reasonable opportunity to inspect the equipment provided and deducted any sum for repair or replacement. If no damage deposit is required, Customer agrees that L&B Concepts may charge the customer for any

additional fees or damage. L&B Concepts will supply Customer with invoice before charging any additional fees.

4. **RENTAL FEES.** Customer hereby covenants and agrees to pay the total amount specified on the Rental Order and/or invoice for the use of the equipment. Equipment will be reserved upon receipt of a signed Contract, signed Invoice, and a 50% deposit. The final 50% of rental fees must be paid before the delivery or pickup date, except for Customer's with specific net payment terms listed under the Contract's billing terms. The Customer will be required to pay a \$30.00 fee on all returned checks. L&B Concepts does not accept checks within 21 days of the contracted event date. A credit or debit card number is required to create a reservation and hold any order unless the Customer has established a charge account. A credit or debit card information will be kept on file during the rental process. Prices stated are subject to change and Customer agrees that additional payments will be owed and payable to L&B Concepts in the event of (i) alterations in specifications, quantities, designs, or delivery schedules or required labor for delivery to specified location(s), (ii) untimely returned or unreturned rented Goods, or rented Goods returned, but in altered or damaged form if not covered by or exceeds the damage waiver, and/or (iii) legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, purchasing, selling, or renting the Goods rented or purchased hereunder. Customer hereby agrees that L&B Concepts may charge any credit or debit card, or account provided by Customer for any such change in price resulting in a balance owed by Customer to L&B Concepts. Written quotations will automatically expire thirty (30) days after their issuance unless terminated by L&B Concepts upon notice to Customer. L&B Concepts reserves the right to increase the prices of its rental and sales offerings. The timing and amount of any price increase for any rental or sale Goods will be in the sole and exclusive discretion of L&B Concepts. To the extent that a price increase may affect an unexpired written quotation provided by L&B Concepts to Customer, L&B Concepts may in its sole and exclusive discretion honor such quotation or terminate such quotation by notice to Customer, with or without providing a new quotation to Customer.

**Cancellations:** Any reservation cancelled fifteen (15) days to sixty (60) days of the contracted delivery or pickup date will be charged a restocking fee of 25% of the rental fees for the item or service that is being cancelled. A 50% cancellation charge will apply to any Rental Items cancelled between seven (7) to fifteen (15) days before delivery or pickup. A 100% cancellation charge will apply to items cancelled less than seven (7) days before delivery or pickup.

***PICKUP, DELIVERY AND SET UP:***

**RECEIPT/INSPECTION.** Customer hires the Rental Items on an "as is" basis. By accepting delivery or possession of the Rental Items, Customer acknowledges and agrees that Customer has:

Personally, inspected the Rental Items and confirmed receipt of all items listed in this Agreement.

Found the Rental Items suitable to Customer's needs; and

Found the Rental Items to be in good working order and repair.

If Customer arranges for L&B Concepts to deliver the Rental Items, then Customer shall have a representative present at delivery. If for any reason Customer fails to have a representative present at delivery, then Customer accepts the Rental Items as though Customer had inspected them and confirmed subparts (a), (b) and (c) above.

**NO LOADING.** If Customer picks up Rental Items from L&B Concepts, Customer is responsible for ensuring that Rental Items are properly stowed and secured within Customer's vehicle. Customer shall be responsible for any damage to Rental Items which result from improper stowing and securing. If Customer is unable or unwilling to properly load and secure Rental Items in Customer's vehicle, delivery services are available at Customer's expense.

**DELIVERY VEHICLE ACCESS.** If Customer requests delivery of Rental Items by L&B Concepts or its affiliated vehicles or trucks and part of the delivery route will be on private roads or driveways, Customer shall be responsible for ensuring that there is adequate vertical and horizontal clearance from overhanging trees and structures. Customer must inspect and measure private drives and roadways prior to the day of delivery to ensure that trucks will not be damaged in making deliveries. If Customer fails to conduct a proper inspection and L&B Concepts' vehicles are damaged in making deliveries to Customer, Customer shall be liable to L&B Concepts for the resulting damage to property or vehicles. In the event that L&B Concepts has to make a second trip an additional delivery charge will be assessed.

**SITE PREPARATION.** Customer shall have the site upon which the Rental Items are to be erected free and clear of all obstacles, natural and man-made, prior to the arrival of the L&B Concepts installation crew. Customer shall turn off all sprinkler systems prior to arrival of the Rental Items. Upon pickup, Customer shall clear all items under and around the tent prior to the arrival of the L&B Concepts installation crew unless L&B Concepts has been retained for the equipment breakdown. If Customer fails to do so, then Customer shall pay all costs resulting from any delay.

**ELECTRIC POWER AND LIGHTING.** Except where Customer's order includes generators supplied by L&B Concepts, Customer shall furnish L&B Concepts access to and the right to use Customer's electrical and power lines for the installation and operation of the Rental Items.

**UNDERGROUND FACILITIES.** Customer acknowledges the availability of services for the identification of underground utilities such as water, gas and electric pipe and conduits ("Underground Facilities"). Where equipment installation will involve any penetration of the ground (tent stakes, for example), Customer shall have all Underground Facilities in the vicinity of the equipment installation clearly marked with marking paint prior to the arrival of L&B Concept's installation crew. Customer will be solely responsible for any harm or damage to Underground Facilities and any consequential harm or damage to people or property unless L&B Concepts negligently penetrates a clearly marked area. Customer must contact the service

providers for the Underground Facilities one week prior to equipment installation to identify the Underground Facilities.

**WEATHER RELATED RISKS.** Customer assumes all weather-related risks involved in holding an outdoor event. Client acknowledges that tents are temporary shade structures and not storm shelters, and though water resistant, they are not waterproof. Should damage or incident result from high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond L&B Concept's control, Customer shall still be liable for payment in full of all charges.

**DELIVERY.**

Normal round-trip delivery is \$150 and available Monday - Friday 10:00 am – 5:00 pm and to first floor or loading docks. This applies to locations within a 25-mile radius from our office and warehouse on 9435 Washington Blvd, Laurel, MD 20723. Additional charges apply based on mileage, drop off location (requiring steps, elevators, etc.), if before/after normal business hours, weekends, holidays and narrow time windows. For deliveries greater than 25 miles from our office/warehouse, additional fees are calculated based on additional mileage over 25. There is a \$3 per mile added to the standard delivery rate for up to 75 additional miles. There is an additional \$4 per mile added if the additional mileage is greater than 75 additional miles. Rental minimum may also apply.

**PICK UP.**

Pick-up service is available Monday - Friday 10:00 a.m. to 5:00 p.m. Items should be cleaned and assembled in a single location as specified earlier. All China, silver, utensils, etc., should be rinsed, food-free, and re-packed in the same containers as delivered. Additional charges will apply for all unreturned boxes and crates, breakage, loss and excessive cleaning. Linen should be dry and free of debris to prevent staining and mildew. Tables and chairs must be folded, stacked and ready for pick up unless L&B Concepts is contracted for setup and/or takedown. Wax must be removed from candelabras. Items not meeting these conditions are subject to additional fees.

**DELIVERY/PICKUP PREMIUMS:** Difficult and restricted access conditions caused by stairs, elevators, hills, pathways, low or narrow clearances, locked gates / doors / passages, limited access time(s), obstructed or blocked passage, security restrictions, vehicle blockage, guard animals' blockage, alarms, etc. shall incur additional fees resulting from additional labor cost on deliveries or pickups

**IN-STORE PICK UP.**

In-store pick up of rental items is available Monday - Friday 10:00 am - 5:00 pm. A valid state I.D. (with picture and current address) must be presented upon pick up of rental items. L&B Concepts will not release rental items to any individual who does not have a valid I.D. Must be 18 or older for in-store pick up. Customer must have a vehicle big enough to accommodate the rental equipment. L&B Concepts reserves the right to cancel a contract if customer does not show proof that they have a vehicle that can safely accommodate the rental equipment without risking damage to the equipment, to the satisfaction of L&B concepts staff. L&B Concepts may require Customer

to change to Delivery at Customer's cost if delivery service is available at the time. Customer assumes all responsibility for loading and unloading of Rental Items in any customer provided vehicle and shall hold L&B Concepts harmless for any property damage or personal injury from L&B Concepts assistance under the direction of the customer. Customer is responsible for transporting all Rental Items in a covered vehicle with proper straps, ropes, ratchets, etc. to secure Rental Items.

**MOVING NON-RENTAL ITEMS BY L&B CONCEPTS:** L&B Concepts is not liable for any damage arising from customer-requested moving of non-rental items, including, but not limited to, furniture, vehicles, plants, lights, decorative items, etc. or for Rental Items placed in risk prone areas not previously identified and agreed to.

***OPERATION OF RENTAL ITEMS:***

**NO OPERATORS.** Unless specifically agreed, L&B Concepts does not furnish, directly or indirectly, any personnel or staff to operate Rental Items.

**CUSTOMER RESPONSIBILITY FOR OPERATION.** Customer acknowledges and agrees that:

1. Customer understands the proper operation and use of Rental Items.
2. L&B Concepts has offered to provide, upon reasonable prior notice, additional instruction to Customer regarding the use of Rental Items; and
3. Customer is ultimately responsible for the operation and care of Rental Items.
4. Whenever Customer becomes aware that any Rental Item is malfunctioning or is unsafe to use for any reason, Customer shall discontinue use of the malfunctioning and/or unsafe Rental Item, remove it to a safe location, and immediately notify L&B Concepts of the problem.

**PROPER OPERATION AND USE.**

(i) Customer shall not allow any person to operate or use the Rental Items:

1. Who is not qualified.
2. If the Rental Item needs repair or is in an unsafe condition or situation.
3. For anything other than its intended purpose/function.

(ii) Customer shall not:

1. Modify, misuse, harm or abuse the Rental Items; or,
2. Make any repair to the Rental Items without L&B Concept's prior written consent.

(iii) Customer shall visually inspect the Rental Items at least daily and immediately discontinue use and notify L&B Concepts if Rental Items need repair or maintenance or are not functioning

properly. L&B Concepts has no responsibility to inspect Rental Items while Rental Items are in Customer's possession.

**REPLACEMENT OF MALFUNCTIONING ITEMS.** L&B Concepts will repair or replace Rental Items in disrepair with similar items in good working order if available, so long as the defect is the result of normal use.

**NO COOKING UNDER TENTS.** Customer shall not cook under or near tents. Customer shall pay all losses or costs incurred for damage to or cleaning of tent tops due to cooking under or near tents.

***CUSTOMER RESPONSIBILITY FOR RENTAL ITEMS:***

**CUSTOMER RESPONSIBILITY FOR RENTAL ITEMS.** Once Customer has accepted delivery or taken possession of Rental Items, Customer shall be responsible for any lost or stolen Rental Items. In addition, Customer shall be responsible for all damage to Rental Items not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean the normal deterioration of the Rental Items resulting from anticipated, reasonable and proper use. Damage which is not "ordinary wear and tear" includes but is not limited to: damage due to overturning; overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; and contaminating Rental Items with paint, candle wax, tape, staples, wine, mold or any other material. Customer shall pay L&B Concepts a) the replacement cost for any Rental Items that are not returned because they are lost or stolen; b) the repair costs for any damage to Rental Items unless Customer has accepted the Equipment Protection Plan option and the damages are covered under the terms of the Equipment Protection Plan.

Replacement costs for loss or damaged items (including boxes, crates, packing materials, hangers, etc.) will be billed to the Customer. Customer agrees L&B Concepts may charge Customer's credit or debit card if already on file. In the event of serious damage, L&B Concepts reserves the right to repair or replace the damaged item or items in its discretion at Customer's sole expense. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the Customer's responsibility.

**EQUIPMENT PROTECTION PLAN/ DAMAGE WAIVER.** Customer has the option to accept L&B Concept's Equipment Protection Plan by paying an additional 10% of the net rental rate for all applicable Rental Items. If Customer accepts the Equipment Protection Plan, then L&B Concepts waives all claims against Customer for accidental breakage or damage to Rental Items, *with the exception of third-party sub rental items, that* occurs despite usage and handling with reasonable care. Items not returned to L&B Concepts within seven (7) days after your event are billed the full replacement cost. The Equipment Protection Plan/Damage Waiver is not insurance, and it does not cover:

1. Rental items not returned.
2. Theft.

3. Damage resulting from vandalism or intentional or improper misuse.
4. Damage resulting from failure to secure Rental Items during transport, overloading or exceeding the rated capacity of the Rental Items.
5. Damage to motors or other electrical appliances or devices caused by artificial current.
6. Any damage resulting from overturning.
7. Any damage resulting from use of the Rental Items in violation of any provision of this Agreement or violation of any law, ordinance or regulation.
8. Any damage due to weather; and
9. Any Damage to third party sub rental items or specialty linens.

**RETURN.** Customer shall return all Rental Items to L&B Concepts on or before the pickup or return date set forth in the Agreement. Time is of the essence and any extension of the rental period must be in writing. When Customer arranges for L&B Concepts to pick up the Rental Items, Customer shall store the Rental Items in a secure location pending pickup and Customer agrees to have a representative present at pickup. Customer's responsibility for the Rental Items continues until Customer returns physical possession of the Rental Items to L&B Concepts. Customer shall be responsible for all travel costs incurred by L&B Concepts in connection with a) replacing or repairing damaged Rental Items not covered by the Equipment Protection Plan, or b) additional pick-up trips due to Customer's failure to assemble all Rental Items for pick up. Travel costs include, but are not limited to, the hourly rates for L&B Concept's personnel and mileage at \$3 per mile or our standard delivery rates.

**REPLACEMENT COST FOR UNRETURNED ITEMS OR DAMAGED ITEMS NOT COVERED UNDER EQUIPMENT PROTECTION PLAN.** Any items not returned as agreed in this contract shall be subjected to the customer paying replacement costs. Customer shall be charged a replacement fee that is ten (10) times the rental cost for items with rental cost of \$20 or less, and a replacement fee that is fifteen (15) times the rental cost for items with a rental cost of over \$20. This will be calculated and charged to the customer's credit card on file. Customers shall also be charged replacement fees for unreturned storage items (crates, insulated bags etc.) using the same formula above based on the rental cost of the items for which the storage items were used. The replacement costs also apply to items damaged for which the customer did not pay for the Equipment Protection Plan.

**CLEANING.** China, Glassware and Flatware must be returned rinsed and repacked properly in boxes or crates provided or additional charges will be assessed.

**LINENS.** All linens should be free of loose items before returning. Linens that are damaged in any way, including candle wax, ink, mildew or other unusual damage will be considered sold to the rental Client. At that time, replacement cost will be charged to the Customer. The Customer will be notified, and the damaged linens will be held up to 10 days for Customer pickup. After that time, the linens will be discarded. Table linens will be inspected prior to Customer taking possession and upon their return to L&B Concepts. You may request that linens be inspected in your presence. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG AS MILDEW WILL RESULT.**

***INDEMNIFICATION AND RELEASE OF LIABILITY:***

**INDEMNITY/HOLD HARMLESS.** Customer assumes all liability for, and agrees to defend, indemnify, hold harmless and protect L&B Concepts, its owners, shareholders, agents, officers, directors, employees, successors and assigns (“L&B Concepts Indemnified Parties”) from and against any and all liability, claims, demands, losses, damages, injuries, penalties, suits, actions, costs and expenses, including attorney’s fees and costs, of every kind and nature, including but not limited to injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Rental Items however caused, except claims or litigation arising solely from the gross negligence or willful misconduct of the L&B Concepts Indemnified Parties.

**FORCE MAJEURE:** L&B Concept’s performance under this Agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, riots, accidents, natural disasters and other Acts of God, and governmental mandates beyond L&B Concept's control. In such event, L&B Concepts will promptly notify Customer of such conditions. At Customer's request, L&B Concepts will use reasonable efforts to provide substitute Rental Items and Services subject to each party's written approval of the substitute Rental Items and Services and Rental Prices and Fees

***OTHER IMPORTANT TERMS AND CONDITIONS:***

**RENTAL PERIOD/RATE.** A rental period is twenty-four (24) hours unless a different term is specified in the Rental Contract. For Rental Items not returned prior to the Rental Contract deadline, additional charges will apply.

**POSSESSION/TITLE.** Title to the Rental Items is and shall remain vested in L&B Concepts. If Customer fails to timely return physical possession of the Rental Items in accordance with this Agreement, L&B Concepts shall have the right to recover physical possession of the Rental Items without further notice or legal process, and to use whatever reasonable means is necessary. Customer agrees to indemnify, defend and hold harmless the L&B Concepts Indemnified Parties from any and all claims and costs arising out of L&B Concept’s recovery of physical possession of the Rental Items.

**INTEREST ON LATE PAYMENT.** Customer shall pay a monthly finance charge of 2% on all balances which are delinquent in excess of 30 days.

**NO LIENS.** Customer shall not allow the imposition of a lien upon any Rental Item.



**DISCLAIMER OF WARRANTIES.** L&B Concepts makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Rental Items are fit for Customer's particular intended use, or that Rental Items are free of latent defects. L&B Concepts shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the Rental Items. L&B Concepts shall not be responsible for any defect or failure unknown to L&B Concepts. Customer's sole remedy for any failure, of or defect in the Rental Items shall be termination of the rental charges at the time of failure provided that the Customer notifies L&B Concepts immediately of such failure and returns the Rental Items to L&B Concepts within twenty-four (24) hours of such failure.

**COMPLIANCE WITH LAWS.** Customer shall not use or allow anyone to use the Rental Items for any illegal purpose or in any illegal or unsafe manner. Customer, at Customer's sole cost and expense, will comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Rental Items during the rental period. Specifically, Customer shall comply with Health and Safety laws and regulations, fire safety regulations (such as those prohibiting heaters or cooking inside of tents), sound and noise ordinances and regulations, and ordinances and regulations requiring event permits. Customer shall pay all licenses, fines, fees, permits or taxes arising from the use of the Rental Items, including any which are subsequently determined to be due.

**PURCHASE ORDERS.** If Customer's purchase order number is used on the Rental Order Form, such use is for Customer's convenience and identification only and does not indicate a purchase.

**SUBLETTING/LOCATION.** Customer will not sublet, loan or assign the Rental Items. Customer will not move the Rental Items from the address at which Customer represented they were to be used.

**DEFAULT.** Should Customer fail to observe or comply with any provision of this Agreement, L&B Concepts may, at its sole option, terminate this Agreement, retake the Rental Items, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to L&B Concepts. Exercise of any remedy available to L&B Concepts shall not constitute an election of remedies or a waiver of any additional remedies to which L&B Concepts may be entitled.

**LEGAL FEES.** In the event of any legal action or proceedings arising out of or related to this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs.

**NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of L&B Concepts to insist upon strict performance by Customer of any provision of this Agreement shall not waive L&B Concept's right to demand compliance with all other provisions of this Agreement. The provisions

of this Agreement are severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

**CONSUMER PRODUCTS EXPOSURE WARNING.** The Rental Items may contain or produce one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

**GOVERNING LAW.** This Agreement shall be governed by Maryland Law, and it shall be deemed entered into in Maryland. Customer and L&B Concepts agree to submit to personal jurisdiction in Maryland.

**PROMOTIONAL USE.** Customer remains responsible for all obligations under this Agreement even if L&B Concepts provides Rental Items to Customer at no cost for promotional purposes. Such obligations include but are not limited to Customer's responsibility for missing or damaged Rental Items, delays in returning the Rental Items, and indemnification of CLASSIC.

**CANCELLATION FEES.** A credit card number is required to create a reservation and hold any order unless Customer has established a charge account. Any reservation cancelled fifteen (15) days to sixty (60) days of the contracted delivery or pickup date will be charged a restocking fee of 25% of the rental fees for the item or service that is being cancelled. A 50% cancellation charge will apply to any Rental Items cancelled between seven (7) to fifteen (15) days before delivery or pickup. A 100% cancellation charge will apply to items cancelled less than seven (7) days before delivery or pickup. No credit will be issued for mutually agreed upon custom items or event-driven purchases; these items are subject to payment in full at time of reservation for all clients and are non-refundable. No credit will be given for unused items. Unless the order has been confirmed and reserved, all prices and availability are subject to change.

**DYE LOT VARIANCES:** There may be some variance in color or pattern between batches and dye lots of a product or fabric. Please note that we cannot offer refunds and/or exchanges for any variance-related issues as a result of the variables that occur during the manufacturing and processing of our products.

**SUBSTITUTIONS:** Should a requested product become unavailable at any time, we reserve the right to substitute alternative products to an order. We will make every effort to provide a substitution comparable in quality or functionality to the requested product.

**RENTAL ITEM WEAR:** Due to the nature of our business, our items are frequently rented and cleaned. We will always strive to give you the best quality products every time. However, there may be signs of " ordinary wear and tear," so we cannot guarantee new or new-like quality.

**ELECTRONIC SIGNATURE.** Customer may accept the terms of this Agreement electronically when it orders the Rental Items from L&B Concepts. L&B Concepts may email Customer confirmation of such acceptance along with a copy of this Agreement, and L&B Concepts may prove Customer's acceptance of this Agreement by providing such confirmation email or by providing other electronic evidence that Customer accepted the Agreement electronically.