

TERMS & CONDITIONS

Royal Event Rental, LLC (D/B/A ROYAL EVENT RENTAL), domiciled in Covington, La (Lessor), hereby leases to the Lessee (_____) and Lessee hereby leases from Lessor, the material and equipment described on the face side of this agreement and included within in any other attachments, quotes, or enclosures (hereinafter called "equipment"), and agrees to provide the services incident thereto at the price set forth herein and subject to the following terms & conditions for the rental of the

said "Equipment" for the date(s) of _____, 20__:

1: This is a lease agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of said equipment or do anything which might suggest to third parties that Lessee has any power to do so. The equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the equipment.

2: Lessee assumes ALL responsibility for loss of or damage to equipment (unless due solely to negligence of Lessor or an act of God) during the period from delivery of the equipment to removal thereof (the "lease period"). Lessee will pay for **ALL** equipment lost or damaged in an amount equal to, in Lessor's discretion, the replacement or repair cost of the equipment provided.

3: Lessee shall fully indemnify, hold harmless and defend the Lessor, its employees and agents from and against each and every claim, demand, cause of action, cost, expense (including but not limited to attorney's fees and expenses incurred in defense of Lessor), damage or loss in connection therewith, which may be asserted by Lessee, Lessee's employee or agents, subcontractors, or any third parties (including utility companies, municipal or governmental entities), on account of personal injury, death, damage, injury, destruction, loss of use of property, incidental or consequential damages, caused by, incidental to, or arising out of the erection, dismantling and removal of equipment, including but not limited to the placement of gates, chuppahs, arches, stakes and support poles in light of potential underground hazards such as underground cables, pipes, conduits, lines, etc.

4: Lessee agrees to and covenants that he shall secure all permits, licenses, consents, etc., required for installation, maintenance and use of the equipment, props, candles, lighting, decor and incur the costs thereof. Once installation has been made of the said equipment, the lessor will not be held responsible for the mis-use or the removal of items including but not limited to broken glass, burning of candles, aisle runners, pipe and draping, etc.

5: Lessee agrees to provide, at his expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, Lessee shall remove all personal property installed or placed within the equipment, by Lessee or any other party, and upon dismantlement of equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third parties **which** had theretofore been protected by Lessor's

X: Initial _____ Date _____

equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of Lessor's equipment. In the event that any such personal property is not removed as required therein prior to dismantlement, and removal of the equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the equipment without further notice, and Lessee hereby agrees to indemnify Lessor from any cost, expense of liability arising therefrom. Lessee will provide readily accessible power outlets of sufficient capacity to safely operate all electrical facilities proposed herein.

6: Lessor shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for Lessee's decoration and other pre-event arrangements. Lessee shall advise Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice of notification Lessor can assume that no such underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn/landscapes, plantings, interior/exterior structures which include but are not limited to walls, doors, trims, all floorings, ceiling fixtures, glass, columns, decks, fountains/water fixtures, driveways, golf courses, underground utilities and premises generally (including power failures and other hazards) etc. Lessee assumes the risk, and releases Lessor from liability for any such damages which may occur. Lessor may rely on and follow any directions whether oral or written of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the equipment or the performance of any services called for by this agreement.

7: If Lessee supplies any labor in conjunction with the installation of the equipment, Lessee is held responsible for any monies agreed upon with his/her employee and shall be held responsible for workman's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in the amounts reasonably required by the venue or the event location. Lessor is not responsible for any actions or mis-conduct other than that of the employees/ or sub-contractors of the Lessor. Lessee shall hold Lessor harmless from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.

8: In the event that Lessee changes any of the arrangements relating to the service to be performed or the equipment to be leased, Lessor shall add or subtract such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge thereafter.

X: Initial _____ Date _____

9: This contract is considered void unless it has been signed, dated and accompanied with the Royal Reserve Date form and/or a fee of five hundred dollars. An additional monetary deposit of fifty **(50) percent** of the total contract price is due from the Lessee along with the itemized and signed copy of the open invoice which is due within **(60) days** of the event. The remaining fifty **(50) percent** is due within seven **(7) working days** prior to the event/contract date. If the remaining balance is not paid in full within the seven **(7) working days** prior to the event/contract date, the Lessee will be subjected to and responsible for the cancellation policy stated below and the Lessee will be subject to the fines and penalties. The contract may be cancelled by the Lessee only upon delivery of written notice of such cancellation to Lessor not less than thirty **(30) days** prior to the time scheduled for initial delivery and setup of equipment to premises or rental location of the Lessee. In the event that such notice of cancellation is given by Lessee to Lessor on or before the thirty **(30) days** prior to such scheduled delivery date, then Lessee's deposit shall be refunded except for a cancellation fee equal to **(20) percent** of the Contract Price, plus any additional portion of the deposit as represents out of pocket expenditures incurred by Lessor in anticipation of the agreement. In the event that such notice of cancellation is given less than thirty **(30) days** prior to such delivery date, then Lessee shall be liable for the total amount of the Deposit or in said case, if the deposit has been given, the Deposit will be deemed as NON-REFUNDABLE plus any provable damage directly attributed to such cancellation. Should Lessee fail to provide such written notice of cancellation prior to the thirty **(30) days** before the scheduled delivery date, then Lessee shall be responsible for the full Contract Price specified in the agreement plus any additional portion of the deposit as represents out of pocket expenditures incurred by Lessor in anticipation of the agreement.

10: Lessor will need confirmation in writing in the form of a supplied quote or itemized invoice by the Lessor noting the type of candles used for the event; such as in description; a real flame-wax candle or a battery operated candle shall be chosen at the time the contract is signed. If Lessee decides to change the given option of the candles used an additional fee at the discretion of the Lessor will be charged.

11: Lessor shall have the right, but not the obligation, to decide when, in the face of impending severe weather conditions, including but not limited to named windstorms, tropical storms, tropical depressions, and/or any imminent severe weather and/or flood conditions, to institute precautionary measures, including but not limited to the dismantling and movement of its equipment, either on or off the premises, and/or the outright cancellation of the contract, in order to safeguard its equipment and in order to reduce the risk of personal injury and property damage to the fullest extent possible. Any expenses incurred by Lessor in this regard will be deducted from Lessee's deposit, but in no event will Lessee be obligated to pay incurred weather related expenses in excess of the amount of Lessee's original deposit. If Lessee cancels the contract in the face of impending severe weather conditions, including but not limited to named windstorms, tropical storms, tropical depressions, and/or any imminent severe weather and/or flood conditions, Lessee's deposit will not be refunded, but Lessee shall not be held responsible for the full contract price specified in the agreement. Should Lessee choose to reschedule the event within one (1) year of the original event date, the deposit will be applied to the rescheduled event.

X: Initial _____ Date _____

12: Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid as provided herein, the Lessee shall be charge an unanticipated Late Payment Fee by Lessor of 2% Per Month of the amount due (24% ANNUAL PERCENTAGE RATE), or the maximum legal interest provided by state law, which fee will be added to the outstanding amount due every thirty (30) days thereafter until final payment is made. In the event that Lessee has directed that the lease changes hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.

13: If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms or conditions hereof of if any execution or writ or process of law shall be issued in any action against the Lessee, whereby the Lessor's equipment might be taken or distained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter in to any agreement or compromise with creditors, or if Lessor shall deem Lessee insecure, Lessor may immediately take repossession of its equipment without any court order or any other process of law and many enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability thereafter.

14: No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to the agreement or the equipment rented except as expressly provided herein. This agreement together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modifications of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges there of may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the price paid or that portion thereof as my represent Lessee's damages. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.

15: Lessor's rights and remedies hereunder or by law shall by cumulative and exclusive and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to strictly enforce any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance of its obligation herein set forth.

16: Any candle rental used and/or for setup from the Lessor shall be in exclusivity and rented only from the Lessor within the space of where event will be held. The Lessor holds the right to refuse setup/installation if there are other vendors supplying candle décor.

17: Any person executing this agreement on behalf of a corporation or organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation shall be bound thereby.

PLEASE NOTE: A credit card must be placed on file for damage fees and/or unreturned items)

X: Initial _____ Date _____

I have read, understand and agree to the above terms and conditions stated in the paragraphs and included in the pages above.

Royal Event Rental, llc

1/1/2018

Lessor:

Date:

Lessee:

Date:

Lessee Billing/Mailing Address

City, State Zip Code

Lessee Phone/Contact Number

Lessee Current Email Address