



TOP HAT PARTY

3970 Old Town Rd.

Huntingtown Md. 20639

Phone: 410 535 3848 or 1 888 286 RENT Fax 410 535 0378

Email: eventplanner@chesapeake.net

Terms and Conditions

For Event Confirmation please sign and return page 11 along with 1/3 deposit.

A fax copy of this agreement and any faxed signatures shall be valid as an original.

DEPOSIT:

Your deposit holds the rental items and the date for you. It is nonrefundable as we will be turning away other perspective rentals for that item.

DELIVERY and PICK UP

- Our basic delivery charge is based on the distance from our store to the delivery location and includes drop off at back of our truck. Other factors that increase the delivery charge are on site location i.e. a second floor delivery, down a number of hallways, around to back of house, up on a deck or extended distance from truck parking. Please make these factors known to our staff so we can fully understand your needs. If not charged initially, there will be an additional charge added for unspecified delivery factors. If a specific time of delivery or pick up is needed, this can also increase the delivery charge.
- Any hazardous or dangerous conditions observed by our delivery personnel may result in a non delivery i.e.: loose dog, ice, unstable surface. A redelivery charge will apply.
- You will be charged an additional fee for **time** our delivery crew is kept waiting after an agreed delivery time. As an example; sight not ready for tent installation or venue locked.

- Due to seasonal increases in fuel costs that are unpredictable, we may at times levy a temporary fuel surcharge which would apply to all deliveries.
- Price does not include set up or take down of tables and chairs (unless paid for in advance as option).
- Price includes set up of tent, staging and dance floor. These items are not to be moved by anyone other than Top Hat personnel. Damages incurred to items, persons or property by moving will be assessed and charged to you.
- Tables and chairs should be folded and stacked neatly ready for pick up in the single location they were left at delivery.
- Changes in table and chair counts can be made up until noon 2 days before delivery or customer pick up. (After that, orders are packed, staged and invoiced and cannot be reduced.)
- Deletions will be allowed only at the discretion of Top Hat (items are held for your event, which means we are turning away other potential customers).
- Additions will be accepted until 9:00 A.M. of the day of delivery (if truck has not left) or until customer pick up – and will be packed and invoiced as a separate order.
- All rental charges are for time out, whether used or not.
- All items come to you clean, polished and ready to use, and must be returned clean (except linens) (dishes are to be scraped and rinsed or a 30% fee will be charged). Some items i.e. popcorn machine, concession equipment, etc. have special cleaning instructions in the packaging when necessary. Failure to return items cleaned will result in additional charges for cleaning.
- If no one is available to sign for delivery, all the invoice items and quantities will be considered received.

Responsibility for rental items remains with the customer from delivery to return. Customer is responsible for all breakage and lost equipment including containers and rolling carts. All items should be secured and protected from harmful weather conditions.

- **Weather Conditions** Top Hat Party is not required to install or erect rented item(s) when, in the opinion of Top Hat Party, weather conditions create an unreasonable risk of harm to Top Hat Party's employees or property.
- The Renter shall remain liable for the charges and for other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date Top Hat Party at its discretion may recalculate all charges on a daily rental basis. Renter agrees that Top Hat Party may apply to renters Master Card or Visa for late, lost or damaged item(s) as well as cleaning charges, additional delivery or labor charges or any other reasonable expense.

TENTS

- **KNOW WHATS BELOW.** You may call MISS UTILITY 48 hours before tent installation 1800 257 7777. Or www.missutility.net
- Rental of tents is for event date only. Extra usage will result in additional rental charges.
- Renter shall provide an unobstructed space for the placement, assembly, erection and disassembly of rented items. Top Hat Party shall have the right to charge a related reasonable sum, as determined by Top Hat Party, for undisclosed subsurface condition. All necessary surface repairs shall be the responsibility of the renter. Top Hat Party will not be responsible for damage to overhead or underground wires, irrigation systems, septic tanks or systems, or any other underground hidden obstruction.
- No cooking or open flame is allowed under tents (candles on tables are allowed). Even though our tents are made with fire retardant material the smoke due to open flames or cooking leaves a black greasy residue on the underside of the tent. The fee will be a charge equal to the replacement of the tent top. We do offer a cook tent for cooking purposes only.

- Before scheduled pick up all tent decorations, banners, balloons, etc. need to be removed from the tent structure or an extra charge will be assessed.
- You cannot put holes in tent canvas to hang decorations or signs. You will be charged for damages.

LINENS

- Linens should be shaken out and not put into plastic bags while wet.
Note: Linens should be left in a **loose pile** ready for our driver to check counts and pick up.
- Linens need to be placed in area near other items being picked up. Top Hat will not search premises for missing linens.
- Putting linens into trash bags will lead to mildew or chance of being thrown out by unknowing helpers.
- The full price of missing linens will be charged to you if not returned after 2 weeks.
- There is no refund for unused linens.
- Canceling or lowering linen count must be done 7 business days before the event or the original linen order will be charged

1. **DEFINITIONS.** "Top Hat Party" means the corporate subsidiary of Calvert Auto identified on the invoice from whom the customer has rented the Equipment. "Equipment" means any one or more items identified as such on the invoice, and shall include any accessories, attachments or other similar items delivered to the customer, such as, but not limited to: tables, chairs, tents, electric cords, linens, table wares, welding cables, liquid fuel tanks, props, and other similar items. "Customer" means the person or entity identified as such on the invoice, including any representative, agent, officer or employee thereof. "Store Location" means Calvert Auto / Top Hat Party address on the top center of invoice.

2. **AUTHORITY TO SIGN:** Any individual signing this contract represents and warrants that he or she is of age, and has the authority and power to sign this rental agreement as or for the customer.

3. **DISCLAIMER OF WARRANTIES.** Top Hat Party makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer intended use, or that it is free from defects. Except as may be specifically set forth in this rental agreement, Top Hat Party disclaims all other warranties, either express or implied, made in connection with this rental transaction.

4. **INDEMNITY/HOLD HARMLESS/DAMAGES.** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment. Top Hat Party shall not be responsible to Customer or to any other party from any loss, damages or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect within respect thereto. Customer agrees to defend, indemnify and hold Top Hat Party harmless from and against any and all liability, claims, and damages of any kind (including attorney's fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused.

5. **RECEIPT & INSPECTION OF EQUIPMENT:** Customer acknowledges that customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle caused by detachable hitches or mirrors.

6. **USE OF EQUIPMENT.** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and immediately notify Top Hat Party when Equipment needs repair or maintenance. Customer acknowledges that Top Hat Party has no responsibility to inspect the Equipment while it is in the Customer's

possession.

7. MALFUNCTIONING EQUIPMENT: Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such equipment and immediately notify Top Hat Party. If such condition is the result of normal operation, Top Hat Party will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Top Hat Party has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be termination of any rental charges occurring after the time of failure. The Equipment must be returned to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

8. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration of the term Customer will return the Equipment to the Store Location during Top Hat Party's regular business hours, such Equipment is to be in the condition and repair as when delivered to customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment, including any damage during transit to or from customer. In the case of the loss or destruction of any equipment, or inability or failure to return same to Top Hat Party for any reason whatsoever, Customer will pay Top Hat Party the full replacement list value together with the full rental rate as specified until such Equipment is replaced. If Top Hat Party has agreed to deliver the Equipment to the Customer or to pick up the Equipment from the Customer, Customer shall pay Top Hat Party the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Top Hat Party shall be under no obligation to commence repair work until Customer has paid to Top Hat Party the estimated cost therefore.

9. REASONABLE WEAR & TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one ship (eight hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from the lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Top Hat Party expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing,

staining, and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Top Hat Party and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.

10. LATE RETURNS. If not timely returned, in addition to the rental rates set forth in this agreement, Customer agrees to pay an additional charge of 1/6 of the daily rate for each hour the Equipment is retained beyond the expiration of the rental period. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Top Hat Party's next business day in the event the Equipment is returned to the Store Location at other than Top Hat Party's regular business hours.

11. RENTAL PERIOD & CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the store location and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an eight hour day. 40 hours per week and 160 hours per month. On power equipment, operation in excess of one shift (eight hours per day) will be at Top Hat Party's standard premium rates. Customer will truthfully and accurately certify to Top Hat Party the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth on page one of the agreement and retention of possession after this time is a material breach of this agreement. TIME IS OF THE ESSENCE in this agreement.

12. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Top Hat Party as a result of such breach.

13. PAYMENT. All rentals shall be payable in full 7days prior to delivery of equipment or at time of store pick up unless other arrangements have been made with Top Hat Party or prior to 30 days following Top Hat Party's invoice to customer, whichever comes first. Customer acknowledges that timely payment

of rental charges is essential to Top Hat Party business operations and it would be impractical and extremely difficult to fix the actual damages caused by the late payments. Customer and Top Hat Party agree that there shall be added to all past due rental charges a late payment fee equal the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

14. **FAILURE TO DELIVER.** Customer releases and discharges Top Hat Party from any liability or damages (including consequential and special damages) which might be caused by Top Hat Party's failure or inability to deliver any Equipment by any specified date or time.

15. **TITLE/NO PURCHASE OPTION/NO LIENS.** This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Top Hat Party. Unless covered by a specific supplemental agreement signed by Top Hat Party, the Customer has no right or option to purchase the equipment. Customer shall keep the equipment free and clear of all mechanics and other liens and encumbrances.

16. **TIRE/TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of the Customer, and is not included in the rental rate.

17. **DEFAULT.** Should Customer in any way fail to perform, observe or deep any provision of this rental agreement Top Hat Party may at its option do any one or more of the following: (a) terminate this agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possessions of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law.

18. **REPOSSESSION OF EQUIPMENT:** In the event of any actual or anticipatory breach by Customer, Top Hat Party employees or agents may, without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Top Hat Party in retaking the Equipment.

19. **CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard

extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. When requested, Customer shall supply to Top Hat Party proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Top Hat Party as loss payee and additional insured; such insurance and evidence thereof in amounts and form satisfactory to Top Hat Party. The Certificate of Insurance and policy shall provide that Top Hat Party shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

20. ACCIDENTAL DAMAGE WAIVER PROVISIONS: Accidental damage waiver is not insurance. In the event Customer has elected to accept and pay for the Accidental Damage Waiver on the first page of this agreement, Top Hat Party agrees that notwithstanding the terms and conditions set forth in this agreement to the contrary, Customer shall not be responsible for direct physical damage to the Equipment if it used for its specific purpose, and not misused in any fashion.

Notwithstanding the foregoing, Top Hat Party will not waive a claim for loss or damage; (a) the Equipment as (b) to motors, generators, drills or other electrical appliances or devices caused by portable electric current, whether or not said portable electric current is provided by Top Hat Party; (c) to hydraulic cylinders; (d) to tires and tubes caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment; (e) resulting from a lack of, or negligent lubrication or other improper servicing of the Equipment; (f) due to mysterious disappearance, or any Equipment which is not returned for whatever reason, including theft; (g) for any and all accessories, such as, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and other similar items and accessories; (h) use of Equipment in violation of any terms of this agreement, law, ordinance or regulation.

If customer has insurance covering any loss or damage to which this Accidental Damage Waiver relates, this Accidental Damage Waiver becomes secondary and shall only apply to the extent such damage is not covered by Customer's insurance. Customer shall exercise all rights available to Customer under said insurance and take all action necessary to process said claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to Top Hat Party. Upon request of Top Hat Party, Customer shall fully cooperate with Top Hat Party and furnish the name of Customer's insurance agent, insurance company, and information concerning Customer's insurance coverage.

As a condition for Top Hat Party's agreement pursuant to this Accidental Damage Waiver provision, Customer must immediately notify Top Hat Party of any loss or damages.

21. ENTIRE AGREEMENT/ONLY AGREEMENT. This written agreement represents the entire agreement between the Customer and Top Hat Party. There are not oral or other representations or agreements not included herein. None of Top Hat Party's rights or Customer's right may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Top Hat Party and Customer. The use of Customer's purchase order number on this agreement is for customers convince only. This rental agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this rental agreement.

22. NO ASSIGNMENT, LENDING, OR SUBLETTING. Customer shall not sublease, sub rent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless Top Hat Party approves otherwise in writing.

23. OTHER PROVISIONS. Any failure of Top Hat Party to insist upon performance by Customer of any terms and conditions of this agreement shall not be constructed as a waiver of Top Hat Party's right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law which would construe any provision hereof against Top Hat Party as the draftsman of this agreement.

Customer agrees to pay all reasonable cost of collection, court, attorney's fees and other expenses incurred by United in the collection of any changes due under this rental agreement or in connection with the enforcement of this agreement.

Customer shall pay the rental charge without any offsets, deductions of claims.

The federal and state courts in the county which the Store Location is located shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived. Service of process may be affected by certified mail, return receipt requested. Top Hat Party shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the Date Due may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.



TOP HAT PARTY

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Huntingtown Md. 20639

Phone: 410 535 3848 or 1 888 286 RENT Fax 410 535 0378

I have read and accept the Terms and Conditions provided in this contract from Top Hat Party.

For confirmation please sign below and mail, fax or email back to Top Hat Party (Calvert Auto Rentals).

THANK YOU

Printed name: _____

Signature: _____

Date: _____

Event Name: _____

Event Date: _____