

## Boise State Tailgate Rental Terms and Conditions

**Lessor**, hereby agrees to lease to **Lessee** the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

**1. TITLE AND OWNERSHIP.** The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of Lessor.

**2. INSPECTION.** Lessee acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.

**3. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. Lessor will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.

**4. WARRANTIES.** Lessor is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

**5. HOLD HARMLESS AGREEMENT.** Lessee shall defend, indemnify and hold harmless Lessor its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee, Lessee's employees and agent of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Lessor in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

**6. TIME OF RETURN.** Lessee right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Lessor's election be mutually agreed upon in writing.

**7. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

**8. RETURN OF EQUIPMENT.** At the termination of this agreement, Lessee shall return all the equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee. Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor.

**9. INSPECTION BY LESSOR.** Lessor shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premise.

**10. PERMITS AND LICENSES.** Lessee shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.

**11. DELIVERY/PICK UP.** Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and / teardown of specialty items. If this service is

required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price.

**12. CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.

**13. LINENS.** Table linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

**14. DIRTY, OR DAMAGED EQUIPMENT.** Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor, or at the Lessor's option by others.

**15. THEFT OF EQUIPMENT.** The Lessee agrees to pay for equipment **[at its replacement cost when rented]** for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

**16. COLLECTION COSTS.** The Lessee agrees to pay all reasonable collection attorney's and court fees and other expenses involved in the collection of charges or enforcement of the Lessor's rights under this contract.

**17. WEATHER RELATED RISKS.** Lessee assumes all weather related risks involved in holding an outdoor tented event. Lessor will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall still be liable for payment in full of all charges.

**18. PREPARATION OF SITE.** Lessee agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to our arrival. All non-leased equipment and decorations shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

**19. MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

**20. COOKING UNDER TENTS.** Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.