

CLLOUD NINE ENTERTAINMENT, INC. DISCLAIMER

By signing below, I, the purchaser, agree to pay the amount indicated to Cloud Nine Entertainment, Inc. in exchange for the products listed on the invoice. By signing this agreement, I agree to make all payments on time and agree to all Terms and Conditions.
I understand that each payment is due no later than the delivery date.

Printed:

Date:

Signed:

TERMS & CONDITIONS

ITEMS OF CONCERN:

Furniture - Protect from water damage. Turn off automatic sprinkler and cover from rain.

Linens – Protect from burns, tears and mildew. Do not store in plastic bags.

Dishes, Glassware and Silverware – Rinse after use and return to container as provided.

Cloud Nine Entertainment, Inc. cannot be responsible for damage to hardwood floors from use from our tables and chairs. Equipment rental charges are based on time out whether used or not. No refunds on unused equipment.

RECEIPT/INSPECTION OF EQUIPMENT:

Customer acknowledges that they have, or will, inspect the equipment prior to its use and finds it suitable for customer's needs.

Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that the customer understands (without further instructions) its proper operation and use.

PAYMENT FOR RENTAL EQUIPMENT:

Customer agrees to pay in full the rental price as specified on this receipt at least one week prior to delivery or upon customer picking up rental items from showroom. No discounts apply. If customer has directed that these rental charges be billed to another individual or organization, and full payment is not made, customer agrees to pay on demand all amounts due.

TITLE AND SECURITY INTEREST ON RENTAL EQUIPMENT:

Title on the rental equipment remains with Cloud Nine Entertainment, Inc. and customer shall not remove or alter any identification on this equipment. If customer fails to return any of the rental equipment, Cloud Nine Entertainment, Inc. reserves the right to repossess any and all equipment without legal process.

WARRANTY LIMITATIONS ON RENTAL EQUIPMENT:

This equipment has been manufactured by someone other than Cloud Nine Entertainment, Inc.. Except as may be provided in a written warranty given by Cloud Nine Entertainment, Inc. to customer at time of rental, Cloud Nine Entertainment, Inc. makes no express warranties whatsoever with respect to any rental equipment. All implied warranties, including merchantability or fitness for a particular purpose, are disclaimed or, if a warranty is given by Cloud Nine Entertainment, Inc., limited to the period described in that warranty.

LIMITS OF LIABILITY ON RENTAL EQUIPMENT:

Customer agrees he/she is solely responsible for all damage and liability arising out of the use of the rental equipment except that resulting from Cloud Nine Entertainment, Inc.'s negligence or defects in the rental equipment. Cloud Nine Entertainment, Inc.'s liability, including liability from negligence of Cloud Nine Entertainment, Inc. or its employees or liability for one or more defects in the rental equipment shall in no event exceed the rental price of that individual piece of rental equipment. Cloud Nine Entertainment, Inc. shall not be liable for any other direct, incidental, consequential or exemplary damages for any reason whatsoever.

PROVISIONS APPLICABLE TO RENTAL EQUIPMENT:

Customer agrees to operate and/or use rental equipment only in a reasonable manner consistent with the use for which the rental equipment was designed. Customer is responsible for the rental equipment and shall be liable for its misuse, loss, damage or theft. The rental equipment shall be returned to Cloud Nine Entertainment, Inc. in the same condition as it was delivered, reasonable wear excepted. If the rental equipment becomes inoperative or if a defect is discovered, customer shall not attempt to make any repairs and

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shall notify Cloud Nine Entertainment, Inc. immediately. Lost and damaged items will be charged fairly at our wholesale replacement cost.

ADDITIONAL PROVISIONS REGARDING RENTAL EQUIPMENT:

In the event that Cloud Nine Entertainment, Inc. prevails in any action or proceeding to enforce its rights hereunder, customer shall pay all of Cloud Nine Entertainment, Inc. reasonable expenses in prosecuting such action, including attorney's fees, collection fees and costs. No waiver or modification of any of the provisions hereof shall be binding on Cloud Nine Entertainment, Inc. unless in writing and signed by an officer of Cloud Nine Entertainment, Inc.. If any provision hereof is held to be void or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect. This agreement shall be binding on customer's heirs, representatives and assigns.

INDEMNIFICATION:

Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease. The parties agree that lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorneys fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

PURPOSE OF THIS CLAUSE:

It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

DISCLAIMER OF WARRANTIES:

Cloud Nine Entertainment, Inc. makes no warranty or representation that the merchandise or equipment is fit for any particular use or purpose, either express or implied or that it is free of latent defects. Cloud Nine Entertainment, Inc. shall not be responsible for any defect or failure unknown to Cloud Nine Entertainment, Inc.. The customer shall terminate the use of equipment as soon as a defect or failure is detected, the customer will notify Cloud Nine Entertainment, Inc. immediately when the defect or failure is detected.

Delivery fees are based on ground level, easy access delivery. Steep hills, up or down stairs, or any other obstacles may incur additional charge.

Rental orders cancelled or changed without 72 hours prior notice to scheduled delivery or will call will incur a 30% cancellation/restocking fee.

Check order carefully BEFORE and AFTER use for shortage and damage. Notify us IMMEDIATELY for repair or replacement. NO claims will be honored after use.

We reserve the right to refuse service and/or delivery to anyone.

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