

Pavilion Event Services LLC  
TERMS AND CONDITIONS

1. All terms, agreements, conditions or alterations to this contract and/or order must be made in writing. No modifications or waiver of this contract and/or order shall be effective unless it is in writing. The customer agrees that they will not rely upon any alleged oral changes.
2. All rentals are payable in advance unless Pavilion Event Services LLC expressly consents in writing to payment at a later date. If payment is not made when due a service charge at the maximum legal rate will be added. This service charge will be based on the previous month's balance unless paid in full.
3. All correspondence referring to this order should show Company Name, Show Name and Booth Number.
4. Rent is payable on merchandise until goods are returned to us. If rented merchandise is specially manufactured at the customer's request the rent stated here for the term stated herein is due and payable even if the merchandise isn't kept by you for the entire term or is not picked up by you or delivery is not accepted by you.
5. Your liability does not cease until all merchandise is delivered or returned to us.
6. You are responsible for loss or damage to rental goods in case of fire, theft, wind, rain or other hazard regardless of cause or fault.
7. Goods shall be returned on or before the expiration of the rental period. If return of goods is delayed from any cause the facts must be promptly reported to our rental department.
8. If goods are not returned at the termination of the agreed rental period, or the rental period is extended according to this paragraph, the term of the rental period shall be deemed to be extended automatically for a period equal in time to the original rental period. All other terms and conditions of the lease including the obligation to pay rent for the rental periods as extended shall be immediately due and payable. If you fail to pay the rental for the extended term when due, you must return goods immediately.
9. Purchase or loss prices shall be on the basis of value given. If none stated, value is the selling value according to our books.
10. Pavilion Event Services LLC is not liable for injuries or damage to person or property caused by fire, lightning, windstorm, rain, cyclone, tornado, hail, explosion, riot, insurrection, vandalism, mischief, sabotage, vehicles running on land or tracks, errant objects falling there from, smoke, earthquake, volcanic eruption, flood, nuclear radiation, radioactive contamination, hostile or warlike action or similar perils including any and all Acts of God.
11. The customer shall pay to Pavilion Event Services LLC all costs, expenses and reasonable attorney's fees in any action brought to recover the leased property, collect rentals or damages or in which Pavilion Event Services LLC may become a party by reason of this lease and to indemnify Pavilion Event Services LLC and hold it harmless from and against any and all losses, claims, actions, damages, liabilities, penalties, cost and expenses (including reasonable attorney's fees and other costs and expenses directly incurred in attempting to avoid or in opposing the imposition thereof arising out of the rental herein.
12. Upon any default by you as lessee under this Rental Agreement, Pavilion Event Services LLC at its sole option may elect that the rental payment due hereunder be other process of law, may repossess and remove the property subject to this Rental Agreement, either with or without notice to you. Any such repossession shall not constitute a termination of the Rental Agreement unless Pavilion Event Services LLC so notifies you in writing. Pavilion Event Services LLC shall have the right, as its option to rent the property to any other person upon such terms and conditions, as Pavilion Event Services LLC shall determine. In the event of rental of the property within the period of the rental agreement, there shall be due from you and you will immediately pay to Pavilion Event Services LLC the difference between the total amount of rentals to be received from any third person attributable to the period of this rental agreement and the total unpaid rental provided to be paid herein, plus all costs and expenses of Pavilion Event Services LLC in repossessing, releasing, transporting, repairing or otherwise handling the property subject to this rental agreement.
13. The property to be rented by Pavilion Event Services LLC you, as lessee, shall be delivered to the delivery address listed in the rental agreement and shall be maintained by you at all times at said location. At no time may the property be moved from said location without the express prior written consent of Pavilion Event Services LLC. No modification or waiver of this provision shall be effective unless it is in writing, and you agree that you will not rely upon any alleged oral consent to relocate the property. Any movement of the property subject to this rental agreement from said location other than upon express prior written consent of Pavilion Event Services LLC shall be a default under the terms of the rental agreement and shall entitle Pavilion Event Services LLC to exercise all rights arising from a default.
14. All rental charges and customer responsibilities are subject to full payment once the order is picked up or loaded at Pavilion Event Services LLC warehouse.
15. The customer is responsible for all property and liability insurance on rental equipment from the installation through removal. It is required that the customer maintain insurance on the equipment and accessories for its full replacement value and to insure against all risks of direct physical loss or damage. Customer agrees to maintain public liability insurance for bodily injury and property damage including contractual liability in the amount of \$1,000,000 and combined single limit workers compensation coverage. Customer agrees to provide evidence of coverage within one (1) day of order.
16. The customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies. Pavilion Event Services LLC will, at the customer's request, act as an agent to obtain permits and licenses from the appropriate government agencies. If these agencies should require additional equipment, the expense of the equipment will be the sole responsibility of the customer. If permits or licenses are denied for any reason, you are still responsible for all financial and other obligations pursuant to this agreement to Pavilion Event Services LLC or its subcontractors.
17. Pavilion Event Services LLC is not responsible for underground utilities.