

Rental Terms and Conditions

For the purpose of this agreement, "Southern Sukkahs and More LLC" is hereby known as "SSM" and "Customer" shall mean Customer, its agents, and/or employees. By signing and accepting the terms and conditions of this rental agreement, the Customer acknowledges that they have read, understood, and agree to the terms stated below. By accepting delivery and installation of rented item(s), Customer expresses acceptance of the terms and conditions of this rental agreement in full force and effect as a written signature.

Title and Ownership. Unless otherwise indicated, the items rented shall at all times be and remain the sole and exclusive property of SSM. The Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of SSM.

Inspection and Acceptance. The Customer is responsible to inspect the rental items prior to acceptance and use and to notify SSM of any defects or discrepancies before use.

Replacement of Malfunctioning Items. The Customer agrees to only use the rental item(s) for its intended purpose in a manner for which it was designed. With the exception of damages or defects determined by SSM to present life, health, or safety concerns to the Customer, the Customer shall accept for use, as is, the rental item(s) listed in the reservation, and accept full responsibility for the care of the equipment while it is in the Customer's possession. If the rental item(s) become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify SSM immediately. SSM will repair or replace the items with similar items in good working order, if available, and if the defect is the result of normal use. SSM is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

Damaged or Lost Items. The Customer agrees to return the rental item(s) in the same condition as it was delivered. Customer agrees to pay for any damage to rental items, excluding damage arising from causes beyond the control and without the fault or negligence of the Customer. Examples include, unusually severe weather, acts of the public enemy, floods, and fires. Rental items damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The Customer is responsible to pay the replacement cost of any lost parts or accessories, whether paid for or provided free of charge.

Delivery, Possession, and Usage. At the time reservation, the Customer will specify the name and location of the site where the rental item(s) will be delivered and retrieved. Customer understands that the delivery/return pick up locations and procedures may vary based on their chosen location. The exact time and location of both deliveries and the return pick up will be communicated via phone, text, and/or email to the Customer. Addresses outside of the following Georgia counties may incur an additional delivery fee: Cobb, Dekalb, Fulton, and Gwinnett.

The Customer agrees and understands that all requests for changes to the existing reservation must be made at least 72 hours before the agreed delivery time in said reservation. The Customer agrees, that unless timely contact is initiated by the Customer, as defined above, the Customer accepts possession of the rental item(s) and its responsibility during possession at the designated time and location of the reservation. If an attempt is made to deliver rental items to the property at the time and date of the reservation and the property or the location provided is incorrect, redelivery may result in a \$50 fee, at SSM's discretion.

The Customer agrees that any reservation may be altered or canceled at any time at SSM's discretion if the desired location is not in the delivery area as stated. The Customer understands that the SSM may accept an order outside of the area of service at an additional fee, at the discretion of the SSM.

The Customer agrees that any reservation may be altered or canceled at SSM's discretion for reasons, including but not limited to convenience or cause. The Customer agrees to maintain possession of the rental items throughout the course of their rental period.

The Customer agrees to furnish a work space reasonably free of hazards and obstacles, natural and man made, in order for the delivery team to conduct installation services. In the event of insufficient workspace, SSM may choose to continue installation services or schedule for a re-delivery subject to an additional fee, at SSM's discretion. The Customer releases any claim to damage to personal property within the site of installation, with the exception of willful negligence by the SSM.

Customer agrees not to do any type of cooking under or within a reasonable distance of the rented item. Customer assumes full responsibility and costs incurred for damage and or cleaning expenses to the rented items.

Returning Equipment. It is the responsibility of the Customer to ensure that all rental items are available for pick-up at the designated location on the date and time specified in the reservation. Availability includes access to site and removal of non rented item(s) from the proximity of tear down services. SSM is not responsible for the damage of non rented items during the course of tear down services to items remaining within the proximity and preventing access to the tear down site. In the event that site access is not available, the SSM, at its discretion may return at an agreed to date in the future subject to an additional daily rental fee.

Time of Return. Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Any extension must, at SSM's election be mutually agreed upon in writing.

Cancellation. A refund beyond the paid deposit will be given to all cancellations made two weeks or more prior to your rental date.

Payment. A non refundable deposit of 25% of the order total is due at time of reservation placement. The payment balance is due at time of delivery of the rented item(s).

Warranties. SSM 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 Customer 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 rental items are suited for Customer's 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.

Indemnity/Hold Harmless. Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to hold harmless SSM from and against any all liability, claims, judgements, attorneys' fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, operation, possession, or rental of the items rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of SSM.

Assignments, Subleases and Loans of Rental Items. SSM may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without SSM's permission. Any purported assignment by the Customer is void.

Inspection by SSM. SSM shall with 12 hours notice have the right to enter any premises where the Equipment may be located for the purposes of inspecting it, observing its use, or removing it from Customer's premise. If for any reason it becomes necessary for SSM to retake the rental items, Customer authorizes SSM to retake the rental items without further notice or further legal process and agrees that SSM shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

Compliance with Laws/Use of Rental Items. Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole costs and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate Governmental agencies. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to SSM. Customer agrees to immediately discontinue use and notify SSM when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that SSM has no responsibility to inspect the rental items while they are in Customer's possession.

Utilities. Customer agrees to furnish SSM the right to use Customer's electrical and power utilities for the operation of rented powered items, including but not limited to, lighting.

Termination. The Customer agrees that violations of this agreement may result in the termination of the rental. SSM reserves the right to terminate a rental based on evidence of abuse or violation of any part of this agreement. Customer agrees to surrender any and all rented equipment and accessories to SSM upon request from SSM. SSM may, at its sole discretion, refund any portion of a rental that it deems necessary to terminate.

I agree to the terms and conditions listed above

Name:

Signature:

Date: