



Arena Drapery Rental, LLC
Rental with Service Terms and Conditions Agreement

WARRANTY

No warranty of performance, expressed or implied, is made for any equipment beyond its being in proper working order and good condition when it leaves ARENA DRAPERY RENTAL, LLC premises. The equipment is offered for inspection and test at the time of rental. ARENA DRAPERY RENTAL, LLC is not responsible for any direct or consequential loss resulting from any use of its equipment or other supplies. Customer is responsible for condition and count of all equipment and supplies listed in the rental agreement, and is urged to carefully check any order before signing the rental agreement.

TERMS AND CONDITIONS

Any extension of rental period must be authorized by ARENA DRAPERY RENTAL, LLC. Unauthorized extension will be charged to Customer at full daily rate (i.e., previously arranged weekly, monthly or package rates will not apply).

DAMAGES

Customer accepts all responsibility for all damage, loss, or theft of any and all equipment obtained from ARENA DRAPERY RENTAL, LLC, whether or not said equipment is the ultimate property of ARENA DRAPERY RENTAL, LLC. Replacement or repair of lost or damaged equipment, clean-up, and/or parts and labor will be charged to Customer at prevailing rates and list prices. Customer is responsible for theft, burglary and/or disappearance of equipment. Under no circumstances does ADR waive this customer liability.

INSURANCE

Customer is responsible for insurance coverage of all rented equipment for a value of the replacement cost at the supplier's list price. Customer assumes all liability in the use and performance of rented equipment. Customers are urged to promptly insure equipment and supplies and every phase of the operation in which such equipment and supplies are to be used. Such coverage should include loss occasioned by deficiency in usage, application or processing. A memorandum of such insurance indemnifying ARENA DRAPERY RENTAL, LLC shall be delivered to the offices of ARENA DRAPERY RENTAL, LLC prior to agreed rental dates. ARENA DRAPERY RENTAL, LLC will supply professional, top of the line equipment, in good working order. ARENA DRAPERY RENTAL, LLC will supply specified personnel to supervise, operate, maintain, and install rental equipment.

HOLD HARMLESS CLAUSE: RELEASE AND INDEMNITY AGREEMENT

Customer agrees to assume the entire responsibility, risk of loss, and all liability for losses, damages, and claims arising out of acts of negligence by Customer or its employees, agents, or representatives. Customer shall indemnify and hold Arena Drapery Rental, LLC, Inc., its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including, without limitation, costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property arising out of or in connection with negligence by Customer or its employees, agents, or representatives.

ADR agrees to assume the entire responsibility, risk of loss, and all liability for losses, damages, and claims arising out of acts of negligence by Customer or its employees, agents, or representatives. ADR shall indemnify and hold Customer, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including, without limitation, costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property arising out of or in connection with negligence by Customer or its employees, agents, or representatives.

In witness whereof, the undersigned duly authorized representatives have executed this Agreement as of the date indicated below:

Any additional terms and conditions attached hereto are a part of this agreement. In witness whereof the parties hereto have signed and sealed the Rental / Services Agreement covering (dates) _____ to _____ equipment rental (dates) _____ to _____ Technical Supervision. (with any individual executing on behalf of a corporation or other entity hereby warranting that such execution is with full authority) on this _____ day of _____, 20__.

Customer: _____ Arena Drapery Rental, LLC
Signed: _____ Signed: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Please return a copy of this signed agreement via mail, fax or email not less than 2 days prior to beginning of rental or service period to:

ARENA DRAPERY RENTAL, LLC
541 Tenth Street, NW, PMB 266, Atlanta, GA 30318; fax# (404) 506-9472
anne@arenadrapery.com