

RENTAL CONTRACT  
TERMS AND CONDITIONS

COLORADO PARTY RENTALS hereby rents to the Renter, identified by his signature or that of his agent on the reverse page of this contract, the personal Property described on the reverse page of this contract, subject to all Terms and conditions on either of this contract, and the Renter, in consideration thereof, acknowledge and agree as follows:

1. That a charge will be added for items requiring cleaning upon return.  
That Renter will be charged for time until equipment is returned to store and return is verified by validation of this contract. That time is Expressive made the essence of this contract and Renter agrees that charges are based on time out not time used.  
That Renter certifies and acknowledges that they have this date and at the time specified received from COLORADO PARTY RENTALS the Personal property listed and identified in this contract.  
That this personal property is rented to Renter by COLORADO PARTY RENTALS to be used by the Renter at the designated address for the stated period and to be used solely for the purposes for which said equipment was manufactured and intended.  
That this equipment will not be removed from the address listed herein for use at any other address without the consent of COLORADO PARTY RENTALS,  
That Renter has personally inspected the personal property and found it to be in good working and unbroken condition when received and declares that he fully understands its proper use and that it meets his requirements.
2. That Renter, upon termination of this contract as stated on the reverse page hereof in the "Return Date" section will immediately return the rented personal Property, with all attachments, accessories and parts thereof to the address of COLORADO PARTY RENTALS during regular business hours in good condition and repair, subject reasonable wear and use and agrees to compensate COLORADO PARTY RENTALS for the above stated rental rates for each day or week consumed while equipment is in the process of recovery or repair.
3. That in the case of failure of the rented equipment for any cause, Renter at Renter's expense shall return it to COLORADO PARTY RENTALS premises. Renter particularly understands that without COLORADO PARTY RENTALS authorization Renter has no authority to incur any expense on COLORADO PARTY RENTALS account for the repair of said equipment.
4. That Renter, if the personal Property is lost or damaged, will pay COLORADO PARTY RENTALS the cost of replacement or repair of Said personal Property lost or damaged.
5. That Renter promises to hold COLORADO PARTY RENTALS harmless and free from any and all liabilities, of any and every nature whatsoever, arising out of the use, maintenance or return of the equipment. That Renter shall indemnify and hold COLORADO PARTY RENTALS harmless from all damages to third persons or their property caused by Renter in possessing or operating the equipment including legal fees and costs incurred in defense of such claims. In the event of an accident or collision involving any of the equipment, Renter agrees to furnish COLORADO PARTY RENTALS with a complete report of the same, including names and addresses of all witnesses and parties involved and a copy of any police report, and further that the equipment will be used by the Renter and/or the persons herein designated, and no other person, without the consent of COLORADO PARTY RENTALS.
6. That if Renter desires to extend this contract beyond the date and time originally agreed upon, Renter will immediately notifies COLORADO PARTY RENTALS of this desire and obtains COLORADO PARTY RENTALS approval and terms for the extension.
7. That if by reason of any breach of this contract by Renter, termination of this contract, failure to pay rental, insolvency of the Renter, or any other reason it becomes necessary for COLORADO PARTY RENTALS to retake the personal property, COLORADO PARTY RENTALS and its agents shall be permitted and they are hereby authorized to go upon Renter's property and retake the equipment, without any legal process, COLORADO PARTY RENTALS and its agents may use all the force necessary to retake the equipment and Renter hereby expressly waives for himself, agents and employees all claims for damages and losses, physical and pecuniary, caused by retaking by COLORADO PARTY RENTALS, Renter agrees to pay all costs and expenses incurred by COLORADO PARTY RENTALS in retaking the equipment and in collection of sums due under this contract. Should COLORADO PARTY RENTALS employ legal counsel to assist in the recovery of the equipment or any sums due under this contract, Renter agrees to pay all costs, expenses and attorney's fees incurred by COLORADO PARTY RENTALS.
8. That COLORADO PARTY RENTALS at its own discretion, may revert all charges to a daily rate if charges or invoices are not on due dates.
9. That the Renter agrees to pay interest at the rate of 18% per annum or at the highest rate permitted by law, whichever is lesser, upon all delinquent accounts, and further agrees to pay upon demand all reasonable collection costs and attorney's fees incurred in the collection of this account, or in reinforcing any of the terms of this agreement.
10. That Renter agrees to pay any and all taxes, sales and use that do or may arise out of this agreement.
11. That the failure of COLORADO PARTY RENTALS at any one or more times to insist upon strict performance by the Renter of the conditions and terms of this contract shall not be construed as a waiver of COLORADO PARTY RENTALS right to demand strict performance.
12. COLORADO PARTY RENTAL assumes no liability on any tents where the clients needs require lead weights or water barrels.
- 13 DAMAGE WAIVER CHARGE (DWG). If customer accepts DWG, Dealer agrees to waive any claim, against Customer for ACCIDENTAL DAMAGE to equipment rented under this contract. DWC does NOT cover VANDALISM, THEFT or MYSTERIOUS DISAPPEARANCE, DWG IS NOT INSURANCE.

18-4-402: THEFT OF RENTAL PROPERTY, (1) A person commits theft of rental property if he:

- (a) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property: or
- (b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, intentionally Fails to reveal their whereabouts of or return said property to the owner thereof or his representative or to the person from whom he has Received it within seventy-two hours after the time, at which he agreed to return it,
- (3) Theft of rental property is a class 2 misdemeanor where the value of the property involved is fifty dollars or more and is less than two hundred dollars.
- (4) Theft of rental property is a class 4 felony where the value of the property involved is more than two hundred dollars.