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## POLICIES, TERMS AND CONDITIONS - RENTAL CUSTOMERS (NON-HOLIDAY)

**Responsibility and Use & Disclaimer Warranties:** You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Illuminating Design harmless from and hereby release Illuminating Design from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from Illuminating Design negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

**Equipment Failure:** You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Illuminating Design of the facts. Illuminating Design agrees, at our discretion, to make the items operable in a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events Illuminating Design shall not be responsible for injury or damage resulting in failure or defect of rented item.

**Use of Equipment:** Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and the proper and safe use of the equipment, or that renter is so familiar and conveyed to Illuminating Design you were. Renter further agrees that the items will only be used at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions and warnings related to rented items

**Equipment Responsibility:** Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, or damaged, the renter will assume cost of replacement or repair, including labor costs. **Renter shall pay a reasonable cleaning charge for rented items returned dirty.**

**Time of Return:** Renter's right of possession terminates upon the expiration of the rental period set forth on the contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

**Late Returns:** Renter shall return rented items to Illuminating Design during regular business hours, promptly upon or prior to expiration of rental period. If the renter does not timely return, the rental rate shall continue until items are returned.

**Payment:** Renter shall pay all charges payable on this contract in advance, provided however that all forgoing shall not limit the amount of payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, Illuminating Design at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge 1.5% per month on all past due accounts.

**Deposit: Renter shall pay a 25% non refundable deposit at time of reservation unless otherwise discussed with an Illuminating Design officer.** The fee is 25% of the original rental order including delivery/pickup charges. Deposit will be forfeited if reservation is canceled at any time. If no deposit was taken, and the customer agreed to terms of this contract, the customer is still responsible for a 25% cancellation fee. If reservation is canceled within 5 days prior to scheduled "time and date out", renter will be charged a 50% cancellation/restocking fee of the original rental order.

**Additional charges:** In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services. Delivery and/ or Pick up to any location other than level ground. Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays. Packaging materials not returned. Service calls. Site survey and preparation.

**Delivery & Pickup:** Renter shall clean and repackage (in original packaging) the rented items and if Illuminating Design agrees to pick up the item, renter shall make it available to Illuminating Design for pick up at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by Illuminating Design. Renter agrees to pay a service charge for each extra delivery or pickup call required by Illuminating Design. Renter shall make its personnel available at the time designed for pickup, to assist, and pickup of all items.

**Care of Equipment:** In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in possession of renter.

**Insurance:** Renter shall maintain, at renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Illuminating Design and its equipment against any and all claims, loss, or damage. In the event of loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with Illuminating Design to obtain recovery. All insurance proceeds should be given or assigned to Illuminating Design.

**Site Preparation:** Renter agrees to have site cleaned and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay any additional charges for any delay incurred along with any labor charges resulting in renter's failure to do so.

**Permits & Licenses:** Renter agrees prior to any installation of rental equipment, to obtain at renter's expense, any and all necessary permits and licenses and other consents.

**Subsurface Conditions:** Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Illuminating Design for any additional costs incurred as a result of undisclosed or subsurface conditions. Illuminating Design is NOT responsible for any damage to underground sprinkler systems. It is the customer's responsibility to provide Illuminating Design with a sprinkler line layout to decrease the risk of damage to a sprinkler line. However, even with a line layout there are no guarantees.

**Hold Harmless Agreement:** Renter agrees all risk, and agrees to hold Illuminating Design and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment. Contact of underground utilities, pipes, or any condition on renter's property. All necessary surface repairs. Any injury or damage during the use of rented equipment.

**Returned Checks:** There will be a \$35.00 charge on any returned check for any reason.

**Card Processing Fee:** All payments made by card will be subject to a 4% processing fee.

**BY PLACING YOUR ORDER WITH ILLUMINATING DESIGN INC YOU AGREE TO THE POLICES, TERMS AND CONDITIONS LISTED ABOVE**