

**PARTIES**  
**and more...®**  
 1241 Ford Road  
 Bensalem, PA 19020  
 (215) 245-6000

**Division of J.E.R.A., Inc.**

**8:30 AM to 5:00 PM Mon. - Fri.**  
**8:00 AM to 11:00 AM Saturday**  
**Closed Sunday**  
**www.partiesandmore.com**

**THIS IS A CONTRACT**

THIS DOCUMENT IS A CONTRACT. YOU SHOULD FAMILIARIZE YOURSELF WITH ITS UNUSUAL FEATURES SO THERE WILL BE NO MISUNDERSTANDINGS AS TO YOUR OBLIGATION. THE BACK OF THIS CONTRACT CONTAINS IMPORTANT TERMS AND CONDITIONS. THEY ARE PART OF THIS CONTRACT. **READ THEM.**

**TERMS: CASH IN ADVANCE**

ESTABLISHED OPEN ACCOUNTS ARE DUE AND PAYABLE NET 10TH OF MONTH, PAST DUE ACCOUNTS BEAR LATE PAYMENT PENALTIES AT 1½% PER MONTH.



4-80092  
 REORDER FROM FLEET BUSINESS PRODUCTS 800-847-1935

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefor.

IF DECLINED  
 PLEASE INITIAL

RETURN  
 EQUIPMENT BY:

**X**

SIGNATURE

**THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING**

1. **PHYSICAL CONDITION of ITEM(S)** - You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to PARTIES AND MORE in the same condition, except for ordinary wear and tear.

2. **USE of ITEM(S)** - You agree that you are satisfied with the instruction given by PARTIES AND MORE in the proper and safe manner of using the item(s) or that you are so familiar and told PARTIES AND MORE that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. THERE IS NO WARRANTY EXPRESSED OR IMPLIED FOR FITNESS OR MERCHANTABILITY.

3. **RESPONSIBILITY for USE** - You are responsible for the use of rented or purchased item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold PARTIES AND MORE harmless from, and hereby release PARTIES AND MORE from any and all claims for any damage to property or bodily injury (including death) to you or any other person (including employees and customers) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from PARTIES AND MORE's negligence, from the defective condition of the item(s) or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this transaction.

4. **RESPONSIBILITY for EQUIPMENT** - From the time the item(s) is rented out until the time it is returned, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all costs including labor to repair or replace the item(s). Repairs will be made by PARTIES AND MORE or, at our option, by others. If any item(s) is not returned in its entirety, you agree to pay the current replacement cost for the item(s) in addition to paying regular rental charges up to the time of such payment. Accrued rental charges cannot be applied against the purchase, replacement or repair of rented item(s). PARTIES AND MORE, at its sole discretion, shall determine current replacement cost for item(s) not returned.

5. **ITEM(S) FAILURE** - You agree immediately to discontinue the attempt to use rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify PARTIES AND MORE of the facts. PARTIES AND MORE agrees at its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other Paragraphs, including (4) and (6). In all events, PARTIES AND MORE shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. **RETURN of ITEM(S)** - The rented item(s) is PARTIES AND MORE's property and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this rental beyond the time and date specified on the front under "due in," you must immediately notify PARTIES AND MORE to obtain our approval, for such extension and modification of this contract (see paragraph 9). If this agreement has not been extended and you fail to return item(s) when due in, PARTIES AND MORE, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake item(s) at any time and to do so PARTIES AND MORE or its representatives may enter your property and you hereby waive any right of action against PARTIES AND MORE for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the same or concealment of rented item(s) are prohibited and that such action may constitute a crime. PARTIES AND MORE, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. **CHARGES and PAYMENTS** - Time is the essence of this contract. You are responsible for rental charges from the time the item(s) is "Rented Out" as specified on the front until it is "Returned" and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay PARTIES AND MORE all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, PARTIES AND MORE at its discretion may recalculate all charges on a daily rental basis.

8. **COLLECTION COSTS** - You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. **MODIFICATION of CONTRACT** - This paper represents our entire contract, and there are no collateral, oral or other agreements outstanding. None of PARTIES AND MORE's rights may be changed and no extension of the term of this contract may be made except in writing signed by PARTIES AND MORE and made a part of this contract.

10. **DAMAGE WAIVER** - If you pay the Damage Waiver Charge (DWC) as specified, SUBJECT TO THE LIMITATIONS AND EXCLUSIONS BELOW, PARTIES AND MORE agrees to modify the terms of this contract and relieve you of all liability for accidental damage to the rented item(s) on this contract. We EXCLUDE from this waiver any loss or damage due to theft, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property. We also EXCLUDE from this waiver, any loss or damage to linens, tableskirting or costumes. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with PARTIES AND MORE to obtain recovery and all insurance proceeds shall be given or assigned to PARTIES AND MORE.

11. **CONFESSIONS of JUDGEMENT** - If rent and/or other charges incurred under this contract remain unpaid after the due date under the terms of this contract, Renter hereby empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Renter in any and all actions which may be brought for rent and/or other charges, payments, costs and expenses agreed to be paid by the Renter, and in said suits, action or actions to confess judgement against Renter for all or any part of the rent and other charges due under this contract and then unpaid, and for interest and costs together with an attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgement may be confessed as aforesaid from time to time as often as any of said rent and/or other charges, payments, costs, and expenses shall fall due or be in arrears, and such power may be exercised as well after the original term and/or during any extension or renewal of this contract.

12. **DELIVERY and PICK-UP** - Delivery and pick-up shall be at the convenience of PARTIES AND MORE. Customer grants us, our agents and employees the right to enter the premises to deliver, install and pick-up rented property. Customer shall assume the risk of, and indemnify and hold PARTIES AND MORE harmless from and against any and all property damage and personal injury resulting from the delivery, loading, unloading, erection, installation, dismantling and use of rented item(s).

13. **ADDITIONAL CHARGES** - You agree to pay additional charges for the following:

- (a) Extra delivery and/or pick-up required of us for any reason.
- (b) For delay incurred or additional labor performed by us because of your failure to prepare an installation site prior to the delivery and installation or the dismantling and pick-up of rented item(s).
- (c) For delay incurred or additional labor performed by us because of your failure to fold, stack, repack or assemble rented item(s) in the same manner and/or in the same area they were left by our drivers.
- (d) Delivery or pick-up from any location other than ground level unless previously arranged by written agreement.
- (e) Pick-ups on Saturdays, Sundays, Holidays or hours other than the operating hours printed on this document.

15. **FEES, PERMITS and FINES** - The Renter shall be responsible for obtaining and paying for any permits, fees, taxes or tolls required by law, ordinance or regulation made necessary by the Renters use of our products or service.

16. **CHOICE of LAW** - The Renter shall be governed and construed under the laws of the Commonwealth of Pennsylvania and the Renter agrees that any cause or action hereunder arose out of transactions in Bucks County and further agrees to submit to the jurisdiction in Pennsylvania.

20. **USE of RENTER'S PURCHASE ORDER NUMBER** - The use of the Renter's purchase order number on this contract is for the Renter's convenience only. This contract constitutes the sole agreement between PARTIES AND MORE and the Renter and supersedes any purchase order provisions whether sent to or received prior to or subsequent to this contract. Absence of a purchase order number shall not constitute grounds for non-payment.

21. **SEVERABILITY** - The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

22. **DEFINITIONS** - The words RENTER, YOU and YOURS mean the persons who sign this contract (or are obligated under its terms). WE, OURS and PARTIES AND MORE refer to J.E.R.A., Inc. DBA PARTIES AND MORE only at 1241 Ford Road, Bensalem, PA 19020.