



P.O. Box872 Graham, NC 27253

Client: _____

Contact Name: _____

Phone: _____

Email: _____

From: _____

Rental Status: _____

Job Name: _____

Rental Total: _____

Rental Start Date: _____ Rental End Date: _____

STAGE RENTAL STANDARD TERMS AND CONDITIONS

Alcovets takes great pride in offering quality stages, bleachers and providing excellent services as our clients plan memorable and important events. To ensure the complete success of your event; the following terms and conditions apply. For good and valuable consideration, you and **Alcovets** agree as follows:

- As used herein, "P.1" refers to your Order, Reservation or other similarly named document reflecting the item(s) to be rented to you by **Alcovets**; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" referenced in Section[or "\$"] 5 below); "Site" means the address where the Rented Item(s) is/are to be delivered and/or used during the Term, as set forth on P.1; "Customer," "Lessee," "you" and "your" mean the Customer, Renter or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean **Alcovets**.
- You agree to rent the Rented Item(s) from **Alcovets** for the period(s) specified on P.1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all injuries and damages (including all damage to such Item(s) for the entire Term and until all Rented Item(s) is/are returned to and accepted by Alcovets. Unless otherwise specifically agreed by **Alcovets**, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term in accordance with the terms of this Contract. Additional charges will apply for misuse, abuse and late returns. You will not be entitled to any cancellation right or reduction of Rent for time in transit, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay **Alcovets**: (i) a deposit to reserve rental equipment; (ii) the balance of Estimated Rent, together with any deposit(s) specified on the contract no later than 10 days prior to commencement of the Term (the "Prepayment"), or as otherwise specified under "Payment Terms" on P.1; and (iii) all other amounts coming due hereunder upon demand; and (b) that: (i) **Alcovets** may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** except only as provided in § 8 and/or under "Notes" on your specific "Job Contract". Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
- Except only as may otherwise be agreed in writing by **Alcovets**, if you cancel your reservation for any reason, you agree: (a) to pay **Alcovets**: (i) 50% of the Estimated Rent if such cancellation is received by **Alcovets** at least 45 days prior to the originally scheduled Term of your rental; and (ii) 100% of the Estimated Rent in all other events; and (b) that **Alcovets** may, at its sole option, deduct the foregoing amounts from your Prepayment and/or charge any or all of such amounts to any credit or debit card(s) you provide.
- If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by you, your agents or employees, or any acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless **Alcovets**. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities of the Item(s) and the Site).

5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was examined, counted, tested and selected solely by you, not based on any recommendation by Alcovets; and (b) you: (i) have reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements and other information (including all EPA, OSHA, NFPA, IFC, IBC, IEEE, ASME ANSI, and other standards) pertaining to such Item(s) (or any of them), (collectively, "Instructions"); (ii) will fully comply therewith (including without limitation, cleaning and safety requirements); (iii) have been made aware of the need to use all applicable safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give all required notice(s) to governmental authorities; (vi) will timely obtain all applicable licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 and go to www.NC811.com, at least 3 full business days in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an OSHA-compliant EVACUATION PLAN for all temporary structures; and (x) will ensure that all others comply with this Section.
6. You will ensure that the Site is reasonably clean, safe, dry and secure, and that each Rented Item is: (a) provided with adequate and proper power, light, heating and cooling, and (b) used safely and only: (i) for the manufacturer's intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. **YOU SHALL NOT**, nor shall you permit anyone else to: (A) use or permit the use of open flames other than chafing dishes, in or under any rented tent; (B) abuse, misuse, overuse, reposition, reconfigure, remove from the Site, conceal, repair, modify or damage any Rented Item; (C) violate any applicable law, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.
7. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to **Alcovets** on time, complete, clean, free of contamination, and in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, you will pay **Alcovets**: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, **Alcovets** may incur in connection with your failure to do so. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**
8. In the event of a Malfunction, you will immediately notify, and if requested by **Alcovets**, return the Malfunctioning Item to, **Alcovets**, and provided such Malfunction did not result from or in connection with any breach of this Contract by, or any wrongful or negligent act or omission of, you or anyone you permit to use or deal with any Rented Item(s), we may, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item; (i) return the unused portion of the Rent; and (ii) cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive together with all associated incidental and consequential damages.
9. **WARNINGS: (A) THE RENTED ITEM(S) CAN BE DANGEROUS**, AND SHOULD BE USED, INSTALLED, MOVED, CLEANED, SERVICED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS. **(B) TEMPORARY STRUCTURES, SUCH AS TENTS AND PORTABLE BUILDINGS, MAY MOVE, LEAK, COLLAPSE, OVERTURN AND/OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER** (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you agree to: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) **PERMIT Alcovets TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OF SUCH ITEM(S)** (without obligating us to do so). YOU AGREE TO ENSURE THAT ALL **CHILDREN** IN, ON OR NEAR ANY RENTED ITEM(S) IS/ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES.

10. If and *only if*, we have offered, and you have elected to purchase the **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) and paid the LDW (Damage Waiver) Fee referenced therein prior to commencement of the Term, your liability for physical damage to Item (s) covered by LDW ("Covered Items") will be limited to 90% of the cost to repair or replace Covered Items which suffer physical damage during the Term; provided however, that you will remain 100% liable for: (a) damage to or loss of: (i) Item(s) not covered by LDW; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) failure to return any Rented Item(s) to **Alcovets**; (C) gross negligence, misuse and/or abuse (including without limitation, mold, mildew, stains and burns); (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs (including **Cannabis**, even if legalized); and/or (F) use of any Item(s) in violation of this Contract or any applicable law or insurance policy; (iii) batteries, glass, linens, tires, belts, chains, knobs and/or hoses; and (b) 10% of all repair/replacement costs for Covered Items. You may decline LDW if you provide the property damage / inland marine insurance specified in Section 14. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
11. Except with respect to Rented Items which **Alcovets** rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), **Alcovets** owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You SHALL NOT transfer, sublease or assign any Rented Item or this Contract** without the prior written consent of **Alcovets** (in its sole discretion). **Alcovets** may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who shall not be responsible for, any pre-existing obligations or liabilities of **Alcovets**.
12. **12. NO WARRANTIES:** **Alcovets** IS NOT THE MANUFACTURER OR DESIGNER OF ANY of the ITEM(S) referenced IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED **"AS-IS"**. NEITHER **Alcovets** NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) arising FROM OR IN CONNECTION WITH any COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED HEREIN, NOR DOES TCS OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY Alcovets OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**
13. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS,** INCLUDING WITHOUT LIMITATION, all RISK(S) OF PERSONAL and bodily INJURY, ILLNESS, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, the ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, Alcovets, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 8, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
14. You agree to maintain all insurance **Alcovets** may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof. All such policies shall, to the maximum extent possible: (i) name **Alcovets** as an additional insured and loss payee; (ii) waive subrogation against the Indemnities; (iii) be primary and

non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint **Alcovets** as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims on all such policies.

15. Your duties hereunder are *unconditional*. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 10, damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.
16. We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to **Alcovets** Event Rentals a perpetual, royalty free, worldwide right and license to create, edit, display and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s), any "Act of God" or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to the Rented Item(s) and/or this Contract. In the event any legal action is commenced in connection with this Contract, the prevailing party will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from the non-prevailing party. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative. This Contract, and any "Addenda" we provide, each of which is incorporated herein, constitute(s) the entire agreement between you and **Alcovets**, superseding all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, **Alcovets**, the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto).
17. At the option of **Alcovets**, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator and at a location selected by **Alcovets** at the offices of the American Arbitration Association. This Contract shall be interpreted and enforced under the laws of North Carolina, and proper venue for all civil legal actions commenced in connection herewith which are not submitted to arbitration shall lie solely in the federal, state and local courts located in or nearest to Alamance County, NC (unless waived by **Alcovets**). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied and facsimiled signatures and initials hereon will be deemed originals.

18. **Warning: FAILURE TO RETURN RENTED ITEM(S) MAY BE CONSIDERED THEFT, RESULTING IN CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION. See N.C.G.S., Art. 19, §14-100, et seq. for details.**

The undersigned has carefully read, understands and agrees to these Terms and Conditions and **personally guarantees** the Customer's prompt performance of its obligations hereunder.

Signature: _____

Name: _____

Title: _____

Date: _____