

**TENT RENTAL AGREEMENT - TERMS AND CONDITIONS OF TENT RENTAL
(READ CAREFULLY)**

THIS TENT RENTAL AGREEMENT (and any quotes, invoices, addendums, or other documents attached hereto, collectively, the “**Agreement**”) is by and between Kael Corporation, a Colorado corporation, d/b/a DENVER TENT COMPANY (“**Company**”), and the undersigned (“**Renter**”), for the rental of the personal property described on the attachments to this Agreement (“**Property**”). The parties agree as follows:

1. **AUTHORITY.** Any person executing the Agreement as an agent for another party warrants in his individual capacity that he is acting within the scope of his authority and that said other party shall be bound thereby.
2. **AVAILABILITY.** The Property will be reserved for Renter only upon Company’s receipt of this signed Agreement from Renter and the deposit set forth herein.
3. **LOADING INTO RENTER’S VEHICLE.** If Renter requests Company to load or unload the Property from Renter’s vehicle, Renter assumes the risk of damages to its vehicle and shall be responsible for all damages to the Property and Renter’s vehicle.
4. **DELIVERY/PICK-UP.** If Company is delivering the Property to Renter (as agreed to by Company and Renter), delivery shall be made to the closest point the Company vehicle can park. Extra charges will result in deliveries to other floors, elevator use or to any location where extra time is involved. Company is not responsible to either set up the Property or take down the Property unless otherwise agreed to by Renter and Company, all for an additional charge. If this service is required, arrangements must be made by Renter with Company at least five (5) business days prior to delivery.
5. **INSPECTION.** Renter agrees and acknowledges that he/she/it is solely responsible for inspecting the Property prior to its use, and notifying Company of any defects.
6. **INTENDED USE/PROHIBITED USE.** Renter agrees that the Property will be used only for the time period set forth in this Agreement, and solely for those purposes and in the manner for which the Property is manufactured and intended. **Renter expressly agrees and acknowledges that the following activities shall be prohibited in, under or within 15 feet of the Property: open fires, cooking, grilling, use of fireworks or sparklers and/or use of any other heat source that may cause damage to the Property.**
7. **PERMITS, LICENSES, ETC.** Renter agrees and acknowledges that he/she/it is solely responsible for securing all permits, licenses, consents, etc. required for installation, maintenance and use of the Property, and the costs thereof. Company is not responsible for any tent or other permit, license, consent or governmental or third party approval necessary to perform the Agreement.
8. **RETURN DATE.** Renter agrees to return the Property to the place designated by Company by the time and date specified by Company (“**Return Date**”) at the sole cost and expense of Renter. If Renter desires to extend the Agreement beyond the Return Date, Renter shall contact Company in advance of the Return Date to obtain Company’s approval of such extension, which approval

Company may grant or deny in its sole discretion. Renter shall be liable for all costs associated therewith, as determined by the Company in its sole discretion.

9. **MALFUNCTIONING PROPERTY.** Renter agrees that in the event the Property fails for any reason, Renter is responsible, at Renter's own expense, for discontinuing its use, immediately notifying Company and returning the Property to Company. Renter acknowledges that under no circumstances is Renter authorized by Company to incur any expenses on Company's account for the repair or replacement of Property.

10. **NO WARRANTIES.** Company provides no warranty against patent or latent defects in material workmanship and Renter expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the Property is suited for Renter's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by Renter.

11. **RETURN OF PROPERTY.** On or before the Return Date, Renter shall return the Property to Company in the same condition and repair as when delivered to Renter. Renter agrees to pay all additional charges for cleaning or repair, including but not limited to repair of tears and/or holes in the canvas, upon return by Renter. If the Property is lost or damaged, Renter shall pay Company the full cost of replacement or repair of the lost or damaged Property, as determined by the Company in its sole discretion. Renter may be assessed extra charges for labor and delays as determined by the Company in its sole discretion.

12. **RIGHT OF POSSESSION.** Renter's right to possess the Property terminates on the expiration of the Return Date. If Company has not received the Property by the end of the business day on the Return Date, Company may charge Renter for the full replacement cost of the Property.

13. **WEATHER-RELATED RISKS.** Renter assumes all weather-related risks in the utilization of the Property. If any of the Property should become unusable due to wind, snow, rain, hail, sleet, storm, tornadoes, flooding, cold or heat, or any other weather-related or non weather-related factor, Renter shall remain liable to Company for payment of all fees associated with the Property, even if not used. **WARNING:** Tents and structures are intended for temporary use. For the safety of all concerned, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of the rented Property and/or related equipment.

14. **NO ALTERATIONS OR ADDITIONS.** Renter shall make no alterations or additions to the Property. Company assumes no liability or responsibility for any damages that may occur to any persons, including death, or Property in, under or around the property as a result of any alterations or additions made by Renter and Renter shall be solely liable for any loss and damages that may occur to any persons, including death, or property, including, but not limited to, the Property as a result of any alterations or additions. Such alterations and additions shall include, but, not be limited to, items or decorations hung on, to or from any of the Property.

15. **PAYMENTS AND PAST DUE CHARGES.** Renter agrees to pay Company all amounts due hereunder within ten (10) days of the invoice date or the delivery of the Property, whichever is earlier. Renter agrees that Company may, at Company's sole discretion, revert all past due charges or fees

to a daily rate, and that Company may charge interest on all past due charges or fees at a rate of the lesser of 12% per annum, or the highest rate permitted by law.

16. NO WAIVER. Renter agrees that Company's failure on any occasion to insist upon Renter's strict compliance, performance or adherence to the terms and conditions of this Agreement shall not be construed as a waiver of Company's right to demand strict compliance, performance or adherence to the terms and conditions of this Agreement at any other time.

17. HOLD HARMLESS. Renter agrees to defend, indemnify, hold harmless, waive and release Company, its shareholders, officers, directors, employees and agents from and against any and all any and all losses, damages, liabilities, claims, demands, or causes of action of any nature whatsoever, including all attorneys' fees and costs, arising out of, incident to or resulting directly or indirectly from the delivery, possession, use, dismantlement and/or return of the Property, including without limitation (a) damage or injury to persons, including death, or property, including lost profits, incidental, special or consequential damages, while such persons or property are in, under or about the Property, or which are in any way connected with the performance of services by Company; (b) damage or injury to persons, including death, or property as a result of, related to or caused by persons or things falling over or coming in contact with ropes, stakes or other supports of and equipment related to the Property; or (c) damage or injury to persons, including death, or property from any natural cause, including, but not limited to, fire, wind, snow, rain, hail, sleet, storm, tornadoes, flooding, cold, heat or any other weather-related or non weather-related factor, or by tents, structures or other equipment falling by reason thereof onto any persons or property while under, near or about the Property, unless any of the foregoing damage or injury is the direct result of Company's sole gross negligence.

18. CANCELLATION/MODIFICATION. The Agreement may be cancelled by Renter only upon delivery of written notice of such cancellation to Company not less than 72 hours prior to the time scheduled for delivery of the Property. In the event that such notice of cancellation is given by Renter to Company on or before 72 hours prior to such scheduled delivery date, then Renter's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Company in anticipation of the engagement. In the event that such notice is given less than 72 hours prior to such delivery date, then Renter's deposit shall be forfeited to the Company and Renter shall be liable for and shall pay thirty percent (30%) of the total amount due for the Property and services related thereto. Any deposit forfeited by Renter shall be applied to the payment due. Should Renter fail to give such written notice of cancellation prior to 72 hours before the scheduled delivery date, then Renter shall be responsible for the full contract price specified in this Agreement. In the event that Renter changes any of the arrangements related to the services to be performed or the Property to be rented, Company shall have the right to add or subtract such equipment, service or serviceman as in its sole discretion may be necessary to maintain the safety and quality of work to be performed. Renter shall pay for any additional equipment, service or servicemen (or shall receive credit for any reduction thereof) at Company's customary charge therefor.

19. JURISDICTION. Renter agrees that this Agreement and all matters and issues collateral hereto shall be construed according to the laws of the State of Colorado. Renter agrees that the District Court of the City and County of Denver, Colorado shall have exclusive jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement or a breach thereof.

20. CUMULATIVE REMEDIES. Company's rights and remedies hereunder or by law shall be cumulative, not exclusive and shall be in addition to all of the rights and remedies available to Company.

21. ATTORNEYS' FEES. Should Company engage legal counsel to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the Company shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.

RENTER (if an individual):

Signature: _____
Printed Name: _____
Address: _____
Date: _____

RENTER (if an entity):

Entity Name: _____
By: _____
Printed Name: _____
Title: _____
Address: _____
Date: _____

COMPANY:

Kael Corporation d/b/a Denver Tent Company

By: _____
Printed Name: _____
Title: _____
Date: _____