



RENTAL AGREEMENT

Your binding contract with Chic Events, Inc. ("Chic") consists of three documents: this Rental Agreement, the Quote, and the Terms Agreement (collectively referred to as "the Agreement.") Client understands and agrees that the Quote and the Terms Agreement are incorporated into this Rental Agreement as though fully set forth herein, and by initialing and signing the Terms Agreement the Client is agreeing to all terms in the Quote, the Terms Agreement, and this Rental Agreement.

This Rental Agreement, the Quote, and the Terms Agreement are effective the date the Client initials and signs the Chic Events, Inc. Terms Agreement. In consideration of the mutual agreements in this Rental Agreement, the Quote, and the Terms Agreement (collectively referred to as "the Agreement"), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chic and Client agree as follows:

1. Definitions

- a. "Additional Charges" means charges in addition to the Rental Amount for unreturned Rented Items or those Rented Items returned late, broken, or unclean.
- b. "Agreement" means this Rental Agreement, the Quote, and the Terms Agreement.
- c. "Chic" means Chic Events, Inc.
- d. "Claims" means any and all demands, disputes, claims, actions, causes of action and rights for loss or damages arising from the Agreement, including personal or bodily injuries, property damage, death or other loss or damages arising from Client's use of the Rented Items, except for such Claims that were caused by Chic's negligence in installing the Rented Items, and regardless of whether Client was actually using the Rented Items at the time such Claims arose.
- e. "Client" is the name or names of the persons signing the Agreement.
- f. "COVID-19" means the Coronavirus disease 2019.
- g. "Event" is the event time or times as listed on the Quote.
- h. "Event Rental" means the Client's limited use of the Rented Items at the Location during the Event.
- i. "Force Majeure Events" means performance delay or non-performance that is due to events beyond the parties' reasonable control, including but not limited to floods, earthquakes, mudslides, fire, accidents, threats or acts of war or terrorism, civil or military disturbances, and nuclear or natural catastrophes, or acts of God.
- j. "Location" means the location or locations identified on the Quote.
- k. "Non-Refundable Deposit" means payment of fifty percent (50%) of the Rental Amount.



- l.** "Quote" means the Chic Events, Inc. Quote provided to Client listing the Rented Items. The Quote is incorporated by reference into to this Rental Agreement.
 - m.** "Rental Amount" means the base rental amount stated in the Quote to be paid by the Client for the Event Rental.
 - n.** "Reasonable Wear and Tear" means expected deterioration of Rented Items due to intended use and duration of rental. Reasonable Wear and Tear does not include damage to Rented Items caused by Client's unreasonable use or care of the Rented Items, including but not limited to damage to Rented Items caused by natural elements (e.g., sun, wind, rain, lightning, animals) resulting from Client leaving Rented Items unprotected from natural elements.
 - o.** "Rented Items" means the items listed in the Quote for limited use only at the Location and for the Event time or times as detailed in the Quote.
 - p.** "Terms Agreement" means the Terms Agreement between Chic Events, Inc. and Client incorporated by reference into this Rental Agreement.
 - q.** "Will Call/ Pick-Up Order means the Client has voluntarily elected to transport the Rented Items to and from the Location for the Event in lieu of Chic's delivery and pick-up of the Rented Items.
- 2. Rented Items.** Chic agrees to provide to Client the items listed in the Quote for limited use only at the Location and for the Event as detailed in the Quote incorporated herein by reference. Chic and Client agree that the Quote lists the Rented Items, the Event, Location, and Event Rental.
 - 3. Rental Amount.** Client agrees to pay to Chic the base Rental Amount stated in the Quote for the Event Rental.
 - 4. Non-Refundable Deposit.** Client acknowledges that Chic's inventory of available rental items is limited and often reserved by other clients for events up to a year or more in advance. The Agreement and Client's reservation of the rented items for the event are conditioned upon client paying to Chic a Non-Refundable Deposit in an amount equal to fifty percent (50%) of the rental amount ("Non-Refundable Deposit").
 - 5. Cancellations.** If Client cancels the Event Rental, Client will be responsible for payment of the Rental Amount as follows:

 - Within 3 days of delivery or will call pick up – Client will be responsible for 100% of the Rental Amount.
 - Within 3-6 days of delivery or will call pick up – Client will be responsible for 75% of the Rental Amount.
 - Within 7+ days of delivery or will call pick up – Client will be responsible for 50% of the Rental Amount.



6. **Force Majeure.** Neither Chic nor Client will be liable for performance delays or non-performance of the Agreement if the performance delay or non-performance is due to Force Majeure Events. However, Client will not be entitled to a refund of the Non-Refundable Deposit if Client cancels the Agreement due to Force Majeure Events occurring or beginning at least seven (7) days prior to the Event which do not result in evacuation orders for, or prevent motor vehicle access to, the Location.
7. **No Warranties.** Chic is neither the manufacturer of the rented items nor the manufacturer's agent. Chic makes no warranties against obvious or non-obvious defects in material workmanship or capacity of the rented items, and Client waives all such warranties which may be available under law or otherwise. Chic makes no express or implied warranties of merchantability or fitness, or that the rented items are suited for the event rental, or that the rented items are free from defects. Client waives any and all such warranties and assumes all risk in use and/or handling of the rented items, whether used in accordance with directions or not, including those risks that may arise from COVID-19.
8. **Waiver and Release of Liability.** Client releases, waives, discharges, and promises not to sue Chic or its officers, directors, employees, agents, contractors, or affiliates, for any and all claims. Client's waiver and release of liability also includes, but is not limited to, any loss, damage, or destruction of personal property of Client or Client's guests and is intended to be a complete release of Chic's responsibility for Client's claims in connection with Client's use of the rented items including those that may arise from COVID-19.
9. **Assumption of Risk.**
 - a. Client understands and agrees that Client's use of the rented items is completely voluntary, and that use of the rented items can be a dangerous activity involving numerous risks of serious injury or death. Despite Client's understanding of the risks associated with the use of the rented items, Client knowingly and voluntarily assumes all risks associated with Client's use of the rented items, including but not limited to the risks stated in the Agreement.
 - b. Client understands and acknowledges that injuries may impair other aspects of Client's general health and well-being. The specific risks vary and may include: (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; (3) catastrophic injuries, including paralysis or death.
 - c. Client agrees that Client will not use the rented items without first being familiar with the safe use of the rented items, and that Client will immediately inform Chic if Client becomes aware of any unsafe rented items or conditions.
10. **Indemnification and Hold Harmless.** Client agrees to indemnify, defend, and hold harmless Chic and its officers, directors, employees, agents, contractors, or affiliates against any and all Claims, including judgments, costs, and expenses, including but not limited to attorney's fees, which in any manner arise from Client's use of the rented items, including those that may arise from COVID-19.
11. **COVID-19 Warning.** COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies may recommend physical distancing and have, in some locations, prohibited the congregations of groups of people from time to time. Additionally, federal, state, and local governments and health agencies may establish guidance to reduce the potential spread of COVID-19.
12. **Chic's Delivery and Pick-up of Rented Items.** Unless otherwise agreed to by Chic and Client as expressly indicated in the Quote, Chic and Client agree to the following terms regarding Chic's delivery and pick-up of Rented Items.



- a. Chic shall deliver and pick-up the Rented Items on the dates indicated in the Quote for delivery and pick-up at one secure location within 50 feet of the Chic truck. This location must have a flat surface where our crew can use a dolly. Chic Events, Inc. will charge labor fees for any locations that are over 50 feet from the truck and/or do not have a flat surface which will result in extra on-site time. This includes, but is not limited to, stairs, elevators, multiple on-site drop off locations, steep driveways, etc.
 - b. Chic will set up some, but not all Rented Items. Chic is not be responsible for set-up and tear-down of Rented Items including banquet tables, folding chairs, linens, glassware, flatware, dinnerware, and catering items. For set-up of other items, and for additional delivery, pick-up, and/or tear-down services, subject to Chic's availability to provide the additional services requested, Client agrees to pay to Chic a sum of Seventy-Five dollars (\$75) per hour for each Chic employee's additional time spent providing the requested services.
 - c. If, at the time of pick-up, Chic determines that additional tear-down or pick-up services are required as a result of Client's failure to properly and/or timely tear-down and deliver the Rented Items to the proper secure location for Chic's pick-up, Client shall pay to Chic a sum of Sixty-Five dollars (\$65) per hour for each Chic employee's additional time spent providing the necessary additional services, and shall pay to Chic an amount equal to the total dollar amount due listed in the Quote for each day Client's failure to properly and/or timely tear-down and deliver the Rented Items to the proper secure location results in the delay of the return of the Rented Items.
13. **Clients Will Call/Pick Up Order of Rented Items.** If Client has voluntarily elected to transport the Rented Items to and from the Location for the Event in lieu of Chic's delivery and pick-up of the Rented Items Client shall pick-up from and return to Chic the Rented Items on the delivery and pick-up dates expressly stated in the Quote at Chic's premises during Chic's regular business hours, in the same condition and repair as when delivered to Client, subject only to Reasonable Wear and Tear.
- a. **Assumption of risk and release of liability.** If Client has voluntarily elected Will-Call/Pick-Up Order, Client freely and voluntarily releases, waives, discharges, and promises not to sue Chic or its officers, employees, agents, contractors, or affiliates, for any and all Claims, excluding Chic's violation of law, fraud, or willful injury, in connection with Client's Will-Call/Pick-Up Order, including but not limited to Chic's conduct in loading and securing the Rented Items into Client's vehicle. Client further understands and agrees that Client's election of a Will-Call/Pick-Up Order is completely voluntary, and that loading the Rented Items into Client's vehicle may result property damages or personal injury, including but not limited to Client and Client's vehicle and/or exposure to COVID-19. Despite Client's understanding of the above stated risks associated with Client's election of a Will-Call/Pick-Up Order, Client knowingly and voluntarily assumes all risks associated with Client's Will-Call/Pick-Up Order, including but not limited to the above stated risks.
14. **Client Responsibility for the Rented Items.** Client shall be deemed to be in possession of, and responsible for any and all damages to or loss of, the Rented Items beginning upon Chic's delivery or Client's pick-up of the Rented Items prior to the Event and ending upon Chic's pick-up of the Rented Items or Client's return of the Rented Items to Chic's location during Chic's normal business hours following the Event.



15. **Client's Use of Rented Items.** Client's use of the Rented Items is limited to the Event Rental only. Client shall not use or allow any person to use the Rented Items in any unsafe or illegal manner or purpose or operate any of the Rented Items in need of repair or when in an unsafe condition or situation. Client shall not misuse, harm, abuse, modify, repair, or allow a lien to be placed upon the Rented Items without Chic's prior written approval.
16. **Client's Compliance with All Laws.** Client shall be solely responsible for complying with capacity and use requirements which may apply to the Event Rental. Client agrees to pay all licenses, fines related to capacity and use requirements, fees, permits, or taxes arising from the Event Rental, including any subsequently determined to be due. Client agrees to comply with all laws and guidelines established by federal, state, and local governments and health agencies to slow the transmission of COVID-19.
17. **Client's Inspection of Rented Items.** Client acknowledges that Client has had an opportunity to personally inspect the Rented Items and has found the Rented Items to be in good condition and suitable for the Event Rental. Client agrees to inspect and count the Rented Items within 1 hour of delivery and to notify Chic immediately if any Rented Items are missing or unusable so Chic has time to address the issue. As applicable, Client agrees to clean and visually inspect the Rented Items prior to use and to immediately discontinue use of any malfunctioning Rented Items and notify Chic. Client acknowledges that Chic has no responsibility to inspect the Rented Items while the Rented Items are in Client's possession.
18. **Chic's Replacement of Malfunctioning Rented Items.** If any of the Rented Items become unsafe or in disrepair for any reason, Client agrees to immediately discontinue use of those Rented Items and notify Chic. To the extent reasonably possible, and subject to Chic's available inventory of replacement Rented Items, Chic will repair or replace the Rented Items with similar items in good working order if the defective or unsafe condition of the Rented Items is the result of normal Event Rental of the Rented Items as authorized in the Agreement. Chic is not responsible for any incidental or consequential damages caused by delays in the repair or replacement of any defective or unsafe Rented Items or otherwise, and Client waives any right or entitlement to any such damages.
19. **Chic's Title and Ownership of Rented Items.** The Rented Items shall at all times be and remain the sole and exclusive property of Chic. Client shall have only the limited rights to use the Rented Items in accordance with the terms of the Agreement. Chic shall have the right to display notice of its ownership of the Rented Items by an identifying stencil, plate, or other marking, and Client agrees that it will not remove or cover such markings without the prior written permission of Chic. It is expressly intended and agreed that the Rented Items shall be personal property even though they may be affixed or attached to real estate. The Rented Items shall not be removed from the Location without Chic's prior written consent.
20. **Chic's Inspection of Rented Items and Location.** Chic shall at all times have the right to enter any premises where the Rented Items may be located, including but not limited to the Location, for purposes of inspecting the Rented Items and/or the Location, observing Client's use of the Rented Items, and removing the Rented Items.
21. **Chic's Retaking of Rented Items.** If, for any reason, it becomes necessary for Chic to retake the Rented Items, Client authorizes Chic to retake the Rented Items without further notice or further legal process and agrees that Chic shall not be liable for any claims for damage or trespass arising out of Chic's retaking of the Rented Items.



22. **Cleaning and Re-packing of Rented Items.** Prior to returning the Rented Items to Chic, Client shall re-pack all Rented Items in boxes and containers provided by Chic. Client agrees that all food and beverage Rented Items (for example, china, glassware, flatware) must be returned to Chic properly rinsed and repacked in boxes and containers provided by Chic. Client agrees that any table linens (e.g., table cloths, napkins) included as Rented Items must be returned to Chic in the Chic-provided linen bags dry and free of any and all waste, and that Client shall not roll up or place any wet linens in any bag, as mildew will result. Client shall pay reasonable cleaning charges for all Rented Items returned dirty. Any damage to linens, including but not limited to mildew, excessive stains, burns, or tears, shall result in additional charges to Client equal to the replacement value of said linens.

23. **Damaged Rented Items.** While the Rented Items are in Client's possession, Client is responsible for any and all damage to Rented Items regardless of how the damage was caused, except Reasonable Wear and Tear. Client agrees to pay the replacement cost for any and all Rented Items damaged beyond Reasonable Wear and Tear.

a. **Damage Waiver.** If Client agrees to the Damage Waiver as expressly stated in the Quote, and subject to Client taking reasonable precautions to protect the Rented Items, including but not limited to Client's compliance with the terms and conditions of the Event Rental and Rented Items as stated above, Chic agrees to modify Client's responsibilities regarding damaged Rented Items, as detailed in this paragraph 23, whereby Chic assumes all risk of damage to Rented Items with the following exceptions:

- 1) the Damage Waiver does not apply to damages to Rented Items resulting from Client's unreasonable use or care of the Rented Items;
- 2) the Damage Waiver does not apply to damage to tenting, lighting, flooring, staging, audio-visual equipment, electrical equipment, fork lifts, or scissor lifts;
- 3) the Damage Waiver does not apply to the following risks which shall at all times be assumed by Client while the Rented Items are in Client's possession: damage or destruction of Rented Items or accessories thereto (e.g., extension cords) caused by vandalism or mischief;
- 4) the Damage Waiver does not protect Client against theft, mysterious disappearance, or other loss of Rented Items;
- 5) The Damage Waiver does not apply to damage to the Rented Items caused by rain.

The Damage Waiver is conditioned upon Client returning to Chic all broken and damaged items, and if Client is unable to do so for safety reasons (e.g., broken glass), Client must email to Chic photos of all broken Rented Items. Any and all Rented Items not returned to Chic or not documented as broken or damaged will be treated as unreturned Rented Items. If Client does not agree to the Damage Waiver, Client agrees to authorize Chic to charge Client's credit card on file with Chic for any damaged or broken Rented Items.

24. **Additional Charges for Unauthorized Use of Rented Items.** Client agrees that, if Client's use of any Rented Items does not comply with the Event Rental, Client shall pay to Chic an additional rental amount for the excessively used Rented Items in an amount equal to rental price of each said excessively used Rented Items, plus any damages to the Rented Items caused by the excessive use thereof.



25. **Additional Charges for Late Return of Rented Items.** If Client fails to return the Rented Items to Chic on the date shown for pick-up in the Quote, Client agrees to pay to Chic the amount stated in the Quote for each day Client fails to return to Chic the Rented Items.

26. **Additional Charges for Unreturned Rented Items.** Except as otherwise provided in the Agreement, if Client fails to return to Chic any Rented Items for any reason, including but not limited to theft, loss, or breakage, Client shall pay to Chic an amount equal to the replacement value of the unreturned Rented Items.

27. **Client Use of Tents as Rented Items.**

- a. **Tent material.** Chic's tents are subject to stretching and retracting of up to 5% of listed sizes. Chic's tents are to be considered temporary shade structures only. Although Chic's tents have been impregnated with waterproofing compound, Chic does not guarantee that its tents are waterproof.
- b. **Weather-related risks.** Client assumes all weather-related risks involved in holding an outdoor tented event. Chic will endeavor to minimize said risk; however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Chic's control, Client remains responsible for making all payments due to Chic under the Agreement.
- c. **No cooking under tents.** Client acknowledges and agrees that cooking or heating food under or near tents is strictly prohibited. Client assumes full responsibility and agrees to pay for all costs incurred for damage to and/or cleaning of tent tops due to cooking processes under or near tents.
- d. **Tent site evaluation; gutters.** Client's use of Chic tents requires an onsite Location visit by Chic prior to the Event Rental, and Client agrees to arrange for said visit to occur no less than seven days prior to the Event. Gutters are only to be installed from tent to tent and must be ordered in advance. Chic will not attach gutters to any other structure or dwelling. Client shall obtain all permits required by the applicable building and fire departments prior to Chic's scheduled delivery of tents. If permits are denied for any reason, Chic will not deliver or set-up tents at the Location. In such cases, Client will not be entitled to a return of the Non-Refundable Deposit and Client remains responsible for all other costs incurred by Chic.
- e. **Preparation of tent site at Location.** Client agrees to make sure the Location site for the tent is free and clear of all obstacles, natural and man-made, prior to the arrival of Chic's work crew. Client further agrees to have all tents cleared for tear-down and removal prior to Chic's arrival. All non-Rented Items and decorations must be removed and cleared from the tent site. If Client fails to do so, Client shall pay all costs involved for any delay, including but not limited to additional charges for late return of Rented Items.
- f. **Electricity use.** Client agrees to provide Chic access and use of electrical and power lines at the Location for the installation and operation of all Rented Items.
- g. **Underground utilities.** Client agrees to have clearly marked and flagged all underground utilities and related equipment in the vicinity of the area of the Location where the Rented Items will be placed for installation at least one week prior to the arrival of Chic's work crews. Client may call 811 for assistance in locating underground utilities. Client assumes full



responsibility for all damages to any underground utilities and related equipment situated on or under the Location. Chic shall not be responsible if Chic strikes any underground utilities during set-up or tear-down of tents at the Location.

28. **Assignments, Subleases, Loans of Rented Items.** Chic may assign its rights under the Agreement without Client's consent, but will remain bound by all obligations under the Agreement. Client may not sell, sublease, loan, or otherwise encumber the Rented Items without Chic's prior written permission. Any purported assignment by Client is void.
29. **Attorneys' Fees.** In the event Chic or Client files a lawsuit or institutes any other action or proceeding to enforce any rights arising under the Agreement, then the prevailing party in such lawsuit, action, or proceeding shall be paid all reasonable attorneys' fees and costs to enforce that party's rights against the other party. Attorneys' fees and costs are to be set by the court and not by a jury and are to be included in the judgment entered in such proceeding.
30. **Jurisdiction, Venue, and Controlling Law.** Any suit, arbitration, mediation, or other remedial process shall be filed and maintained in Monterey County, California, and Chic and Client consent to the personal and exclusive jurisdiction and venue of these courts. Chic and Client further agree that the Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to California's choice of law rules.
31. **Subject to Valid Laws.** The Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations, whether federal, state, county, or city, and any modification made to the Agreement by any such law or ordinance or regulation or to the conduct of the parties under the Agreement shall not impose liability on either party for breach of their duties under the Agreement.
32. **Entire Agreement.** The Quote, Terms Agreement, and Rental Agreement (collectively the "Agreement") contain the entire agreement between Chic and Client regarding the subject matter contained in the Agreement, and supersedes all prior and/or contemporaneous agreements, representations, or understandings of Chic and Client, whether written or oral. There are no representations, agreements, arrangements, or understandings, oral or written, between Chic and Client regarding the subject matter of the Agreement which are not fully stated in the Quote, Terms Agreement, and Rental Agreement (Collectively the "Agreement.").
33. **Amendments.** The Agreement may not be amended, modified, or supplemented except by a written agreement signed by both Chic and Client.
34. **Severability.** If any of the terms of the Agreement are held to be invalid or unlawful by the final judgment of a court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other portion of the Agreement.
35. **No Waiver.** No waiver by Chic of any provision of the Agreement shall be deemed a waiver by Chic of any other provision of the Agreement or of any subsequent breach by Client of the same or any other provision of the Agreement. No delay of Chic or Client in enforcing any right, remedy, or privilege accorded to Chic or Client by the Agreement or by law shall limit any such rights, remedies, or privileges.
36. **Headings.** The headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular provision contained in the Agreement.



37. **Construction.** Chic and Client agree that if there is any ambiguity contained in the language of the Agreement, the interpretation of the ambiguous language shall not be construed against Chic.
38. **Time is of the Essence.** Time is of the essence in the performance of Chic's and Client's respective obligations under the Agreement.
39. **Counterparts.** The Quote, Terms Agreement, and Rental Agreement (collectively the "Agreement") may be signed or initialed simultaneously or separately in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
40. **Additional Insured Status.** Chic Events agrees to grant Additional Insured status upon request to your entity, the venue at which your event will be held, and any sponsors of the event.

Client represents and warrants that Client has read this Rental Agreement and agree to its terms. Client and Chic agree that the binding contract between Chic and Client consists of three documents: this Rental Agreement, the Quote, and the Terms Agreement, and that the Quote and the Terms Agreement are incorporated into this Rental Agreement as though fully set forth herein. Chic and Client agree that Client's signature and initials on the Terms Agreement evidence Client's acceptance of and agreement to this Rental Agreement, the Quote, and the Terms Agreement.