

My Fiesta Supplies

Conditions of Rental

- 1.** All rentals are for one day use. Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During the busy season, My Fiesta Supplies may deliver 2 days before and pick up 2 days after. Customers will be notified appropriately.
- 2.** Unless credit has been established, all rentals must be secured by a 50% deposit at time of order.
- 3.** The balance of the payment is due on the day of delivery, unless credit has been established in advance. Acceptable methods of payment are: Visa, MasterCard, American Express, Discover, and cash. Personal checks are not acceptable for final payment.
- 4.** There will be no return on deposits for orders cancelled within 10 days of the event.
- 5.** No changes or deductions may be made to an order 48 hours prior to the event. Some additions may be allowable within the 48 hour period, and may be subject to an additional labor charge.
- 6.** All sub-rentals or custom made orders require nonrefundable deposit.
- 7.** Deliveries & pickups are made during My Fiesta Supplies's normal business hours at street level unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area.
- 8.** No credit will be given for unused items once delivered.
- 9.** Customer shall use all property in a careful and proper manor, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
- 10.** Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that My Fiesta Supplies has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. My Fiesta Supplies shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.
- 11.** Customer shall indemnify My Fiesta Supplies against any claim, action, damages, and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental property.

12. All equipment for pickup must be break down and stacked. For health purposes, all china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse free and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.

13. If the event rental properly is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at cost price thereof, and shall be due and payable upon billing in addition to the rental charge.

14. No goods may be moved from the place of delivery without written permission of My Fiesta Supplies Customer shall have all equipment available for pickup by My Fiesta Supplies on the pickup date listed under "Pick up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup.

15. Customer shall not deliver possessions of the rental property to any individual(s) other than My Fiesta Supplies's employees, and shall require reasonable identification from such individual(s) prior to surrendering possession.

16. Tent lease requires a contract and a 50% deposit. If the lease is canceled more than 10 days before the use date, the deposit will be returned. Without an executed contract, tent availability cannot be guaranteed. Additional tent lease conditions are contained in the "Tent Lease Agreement".

17. Every effort is made to fill your order exactly as requested. If circumstances prevent My Fiesta Supplies from doing so, My Fiesta Supplies reserves the right to upgrade the quality or find a substitute product.

18. My Fiesta Supplies must be notified of any reduction in order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.

19. My Fiesta Supplies employees are not permitted to move household furniture.

Liability Release

Indemnification: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection,

delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorneys fees incurred by lessor in such defense.

Purpose of this Clause: The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.