



TOP HAT PARTY
A Calvert Auto Subsidiary

3970 Old Town Rd.

Huntingtown Md. 20639

Phone: 410 535 3848 or 1 888 286 RENT Fax 410 535 0378

Email: eventplanner@chesapeake.net

Terms and Conditions

For Event Confirmation please sign and return page 12 of the Terms & Conditions along with 1/3 deposit.

A fax copy of this agreement and any faxed, scanned and emailed signatures shall be valid as an original. Signing the Top Hat contract in provided area also means your acknowledgement of reading and accepting our Terms and Conditions.

DEPOSIT:

Your deposit holds the rental items and the date for you. Deposits are nonrefundable, as we will be turning away other perspective rentals for that item. Once a deposit has been made, the full value of the contract will be due 7 business days before the event. Top Hat Party will not allow cancellations on any contract totaling \$200.00 or more. We cannot hold tents in anticipation of inclement weather. The number of tables and chairs can be adjusted according to your RSVPS. In the event of extenuating circumstances, dates can be changed if items are available for the new date.

DELIVERY and PICK UP

- Our basic delivery charge is based on the distance from our store to the delivery location and includes delivery from our truck to a dock, door or garage. Other factors that increase the delivery charge are on site location i.e. a second floor delivery, down a number of hallways or extended distance from truck parking. Our normal delivery days are Wednesday thru Friday. Since we cannot**

deliver everything in one day, customer will have to be prepared to accept delivery on either of these days. If we have to return to the site because of customer not being prepared to accept the delivery, that will result in an additional fee. If a specific time of delivery or pick up is needed, this can also increase the delivery charge. Please make these factors known to our staff so we can fully understand your needs and also prepare for the special needs.

- Due to seasonal increases in fuel costs that are unpredictable, we may at times levy a temporary fuel surcharge which would apply to all deliveries.
- Price does not include set up or take down of tables and chairs (unless paid for in advance as option). If tables and chairs are left up and have not been paid for as option then a \$1.00 per table and a \$1.00 per chair fee will be charged for the unscheduled time of our pick up crew.
- Price includes set up of tent, staging and or dance floor. These items are not to be moved by anyone other than Top Hat personnel. Damages incurred to items, persons or property by moving will be assessed and charged to you.
- Tables and chairs should be folded and stacked neatly ready for pick up in a single location. Equipment should be at the same location it was dropped off and ready for pickup when Top Hat returns to pick up the equipment. If it is not and Top Hat has to look for the equipment, additional fees will be assessed.
- Changes (reductions and deletions) can be made up to 7 business days before delivery or customer pick up. (After that, orders are packed, staged, invoiced, paid for and cannot be reduced.)
- Additions will be accepted until 8:00 A.M. of the day of delivery (if truck has not left) or until customer pick up – and will be packed and invoiced as a separate order.
- All rental charges are for time out, whether used or not.
- All items come to you clean, polished and ready to use, and must be returned clean (except linens) (dishes are to be scraped and rinsed). Some items i.e. popcorn machine, concession equipment, etc. have special cleaning instructions in the packaging when necessary. Failure to return items cleaned will result in additional charges for cleaning. All Concession Equipment including grills must be returned clean, or a \$35.00 cleaning fee will be charged.
- A shortage must be reported prior to the event or the invoice

quantities will be considered received.

- **Responsibility for rental items remains with the customer from delivery to return. Customer is responsible for all breakage and lost equipment including containers and rolling carts. All items should be secured and protected from harmful weather conditions.**
- **Weather Conditions Top Hat Party is not required to install or erect rented item(s) when, in the opinion of Top Hat Party, weather conditions create an unreasonable risk of harm to Top Hat Party's employees or property.**
- **The Renter shall remain liable for the charges and for other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date Top Hat Party at its discretion may recalculate all charges on a daily rental basis. Renter agrees that Top Hat Party may apply to renters Master Card or Visa for late, lost or damaged item(s) as well as cleaning charges, additional delivery or labor charges.**

TENTS

- **KNOW WHATS BELOW. You MUST call MISS UTILITY 48 hours before tent installation to have tented area marked for underground utility lines. Call 1800 257 7777. Or www.missutility.net**
- **Our tents are not intended to be used as a shelter from severe weather. Evacuate immediately if threatening weather occurs (or is forecasted) or any condition arises concerning the safe use of this product. Threatening weather includes electrical storms systems, moderate to high winds, heavy rains, snow or any condition that raises any doubt to the structural integrity of the tent.**
- **Renter shall provide an unobstructed space for the placement, assembly, erection and disassembly of rented items. Top Hat Party**

shall have the right to charge a related reasonable sum, as determined by Top Hat Party, for undisclosed subsurface condition. All necessary surface repairs shall be the responsibility of the renter. Top Hat Party will not be responsible for damage to overhead or underground wires, irrigation systems, septic tanks or systems, or any other underground hidden obstruction.

- No cooking or open flame is allowed under tents (candles on tables are allowed). Even though our tents are made with fire retardant material the smoke due to open flames or cooking leaves a black greasy residue on the underside of the tent. The fee will be a charge equal to the replacement of the tent top. We do offer a cook tent for cooking purposes only.
- Before scheduled pick up all tent decorations, banners, balloons, etc. need to be removed from the tent structure or an extra charge will be assessed.
- You cannot put holes in canvas to hang decorations or signs. You will be charged for damage to top.

LINENS

- Linens should be shaken out and not put into plastic bags while wet. Note: Linens should be left in a loose pile ready for our driver to check counts and pick up.
- Linens need to be placed in area near other items being picked up.
- Putting linens into trash bags will lead to mildew or chance of being thrown out by unknowing helpers.
- The full price of missing linens will be charged to you if not returned after 1 week.
- There is no refund for unused linens.
- Canceling or lowering linen count must be done 7 business days

before the event or the original linen order will be charged

1. DEFINITIONS. "Top Hat Party" means the corporate subsidiary of Calvert Auto identified on the front page from whom the customer has rented the Equipment. "Equipment" means any one or more items identified as such on the first page of this agreement, and shall include any accessories, attachments or other similar items delivered to the customer, such as, but not limited to: tables, chairs, tents, electric cords, linens, table wares, welding cables, liquid fuel tanks, props, and other similar items. "Customer" means the person or entity identified as such of the first page of this agreement, including any representative, agent, officer or employee thereof. "Store Location" means the Calvert Auto Rentals address at the top of the first page of the rental agreement.

2. AUTHORITY TO SIGN: Any individual signing this contract represents and warrants that he or she is of age, and has the authority and power to sign this rental agreement as or for the customer.

3. **DISCLAIMER OF WARRANTIES.** Calvert Auto Rentals makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customer intended use, or that it is free from defects. Except as may be specifically set forth in this rental. Agreement, Calvert Auto Rentals disclaims all other warranties, either express or implied, made in connection with this rental transaction.

4. **INDEMNITY/HOLD HARMLESS/DAMAGES.** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment. Calvert Auto Rentals shall not be responsible to Customer or to any other party from any loss, damages or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect within respect thereto. Customer agrees to defend, indemnify and hold Calvert Auto Rentals harmless from and against any and all liability, claims, and damages of any kind (including attorney's fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused.

5. RECEIPT & INSPECTION OF EQUIPMENT: Customer acknowledges that customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle caused by detachable hitches or mirrors.

6. USE OF EQUIPMENT. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and immediately notify Calvert Auto Rentals when Equipment needs repair or maintenance. Customer acknowledges that Calvert Auto Rentals has no responsibility to inspect the Equipment while it is in the Customer's possession.

7. MALFUNCTIONING EQUIPMENT: Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such equipment and immediately notify Top Hat Party 410 535 3848. If such condition is the result of normal operation, Top Hat Party will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Top Hat Party has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be termination of any rental charges occurring after the time of failure. The Equipment must be returned to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

8. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration of the term Customer will return the Equipment to the Store Location during Calvert Auto Rental's regular business hours, such Equipment is to be in the condition and repair as when delivered to customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment, including any damage during transit to or from Customer. In the case of the loss or destruction of any equipment, or inability or failure to return same to Calvert Auto Rentals for any reason whatsoever, Customer will

pay Calvert Auto Rentals the full replacement list value together with the full rental rate as specified until such Equipment is replaced. If Calvert Auto Rentals has agreed to deliver the Equipment to the Customer or to pick up the Equipment from the Customer, Customer shall pay Calvert Auto Rentals the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Calvert Auto Rentals shall be under no obligation to commence repair work until Customer has paid to Calvert Auto Rentals the estimated cost therefore.

9. **REASONABLE WEAR & TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from the lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Calvert Auto Rentals expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Calvert Auto Rentals and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.

10. **LATE RETURNS.** If not timely returned, in addition to the rental rates set forth in this agreement, Customer agrees to pay an additional charge of 1/6 of the daily rate for each hour the Equipment is retained beyond the expiration of the rental period. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Calvert Auto Rentals next business day in the event the Equipment is returned to the Store Location at other than Calvert Auto Rental's regular business hours.

11. **RENTAL PERIOD & CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the store location and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays

and Holidays. Rental rates are for normal usage based on an eight hour day. 40 hours per week and 160 hours per month. On power equipment, operation in excess of one shift (eight hours per day) will be at Calvert Auto. Rentals standard premium rates. Customer will truthfully and accurately certify to Calvert Auto Rentals the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth on page one of the agreement and retention of possession after this time is a material breach of this agreement. TIME IS OF THE ESSENCE in this agreement.

12. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Calvert Auto Rentals as a result of such breach.

13. PAYMENT. All rentals shall be payable in full 7days prior to delivery of equipment or at time of store pick up unless other arrangements have been made with Calvert Auto Rentals or prior to 30 days following Calvert Auto Rentals invoice to customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Calvert Auto Rental business operations and it would be impractical and extremely difficult to fix the actual damages caused by the late payments. Customer and Calvert Auto Rentals agree that there shall be added to all past due rental charges a late payment fee equal the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

14. FAILURE TO DELIVER. Customer releases and discharges Calvert Auto Rentals from any liability or damages (including consequential and special damages) which might be caused by Calvert Auto Rentals failure or inability to deliver any Equipment by any specified date or time.

15. TITLE/NO PURCHASE OPTION/NO LIENS. This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Calvert Auto Rentals. Unless covered by a specific supplemental agreement signed by Calvert Auto Rentals, the Customer has no right or option to purchase the equipment. Customer shall keep the equipment free and clear of all mechanics and other liens and encumbrances.

16. **TIRE/TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of the Customer, and is not included in the rental rate.

17. **DEFAULT.** Should Customer in any way fail to perform, observe or deep any provision of this rental agreement, Calvert Auto Rentals may at its option do any one or more of the following: (a) terminate this agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possessions of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law.

18. **REPOSSESSION OF EQUIPMENT:** In the event of any actual or anticipatory breach by Customer, Calvert Auto Rentals' employees or agents may, without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Calvert Auto Rentals in retaking the Equipment.

19. **CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. When requested, Customer shall supply to Calvert Auto Rentals proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Calvert Auto Rentals as loss payee and additional insured; such insurance and evidence thereof in amounts and form satisfactory to Calvert Auto Rentals. The Certificate of Insurance and policy shall provide that Calvert Auto Rentals shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

20. **ACCIDENTAL DAMAGE WAIVER PROVISIONS:** Accidental damage waiver is not insurance. In the event Customer has elected to accept and pay for the Accidental Damage Waiver on the first page of this agreement, Calvert Auto Rentals agrees that notwithstanding the terms and conditions set forth in this agreement to the contrary, Customer shall not be responsible for direct physical damage to the Equipment if it used for its specific purpose, and not misused in any fashion.

Notwithstanding the foregoing, Calvert Auto Rentals will not waive a claim for loss or damage; (a) the Equipment as (b) to motors, generators, drills or other electrical appliances or devices caused by portable electric current, whether or not said portable electric current is provided by Calvert Auto Rentals; (c) to hydraulic cylinders; (d) to tires and tubes caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment; (e) resulting from a lack of, or negligent lubrication or other improper servicing of the Equipment; (f) due to mysterious disappearance, or any Equipment which is not returned for whatever reason, including theft; (g) for any and all accessories, such as, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and other similar items and accessories; (h) use of Equipment in violation of any terms of this agreement, law, ordinance or regulation.

If customer has insurance covering any loss or damage to which this Accidental Damage Waiver relates, this Accidental Damage Waiver becomes secondary and shall only apply to the extent such damage is not covered by Customer's insurance. Customer shall exercise all rights available to Customer under said insurance and take all action necessary to process said claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to Calvert Auto Rentals. Upon request of Calvert Auto Rentals, Customer shall fully cooperate with Calvert Auto Rentals and furnish the name of Customer's insurance agent, insurance company, and information concerning Customer's insurance coverage.

As a condition for Calvert Auto Rentals agreement pursuant to this Accidental Damage Waiver provision, Customer must immediately notify Calvert Auto Rentals of any loss or damages.

21. ENTIRE AGREEMENT/ONLY AGREEMENT. This written agreement represents the entire agreement between the Customer and Calvert Auto Rentals. There are not oral or other representations or agreements not included herein. None of Calvert Auto Rentals' rights or Customer's right may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Calvert Auto Rentals and Customer. The use of Customer's purchase order number on this agreement is for customers convince only. This rental agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this rental agreement.

22. NO ASSIGNMENT, LENDING, OR SUBLETTING. Customer shall not sublease, sub rent, assign or loan the Equipment, and any such action by

Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless Calvert Auto Rentals approves otherwise in writing.

23. OTHER PROVISIONS. Any failure of Calvert Auto Rentals to insist upon performance by Customer of any terms and conditions of this agreement shall not be constructed as a waiver of Calvert Auto Rentals' right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law which would construe any provision hereof against Calvert Auto Rentals as the draftsman of this agreement.

Customer agrees to pay all reasonable cost of collection, court, attorney's fees and other expenses incurred by United in the collection of any charges due under this rental agreement or in connection with the enforcement of this agreement.

Customer shall pay the rental charge without any offsets, deductions of claims.

The federal and state courts in the county which the Store Location is located shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived. Service of process may be affected by certified mail, return receipt requested. Calvert Auto Rentals shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the Date Due may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code



TOP HAT PARTY

3970 Old Town Rd.

Huntingtown Md. 20639

Phone: 410 535 3848 or 1 888 286 RENT Fax 410 535 0378

I have read and accept the Terms and Conditions provided in this contract from Top Hat Party.

For confirmation please sign below and mail, fax or email back to Top Hat Party (Calvert Auto Rentals).

THANK YOU

Printed name: _____

Signature: _____

Date: _____

Event Name: _____

Event Date: _____

