



RENTAL AGREEMENT, WAIVER & RELEASE OF LIABILITY

The following Terms and Conditions apply to all rental equipment orders from Have Several Seats Rentals & Services L.L.C. ("HSS"). By placing an order on www.haveseveralseatsrentals.com, accepting delivery, or picking up an order consisting of the items listed in your Invoice, You ("Lessee" or "Renter"), confirm you hereby freely and voluntarily agree to execute this Agreement & Release under the terms listed as following. You acknowledge that you have read, understood and agree with all of the following Terms and Conditions. You acknowledge that items and equipment are in good condition and working order and agree to return all rental items upon termination of the rental period or at the Lessors' ("Have Several Seats Rentals & Services L.L.C." or "HSS") request. There will be absolutely no refunds after agreement, acceptance or delivery of goods.

EQUIPMENT RENTAL TERM & AGREEMENT

The Undersigned, as lessee, hires from Have Several Seats Rentals & Services L.L.C. ("HSS") the items listed in the INVOICE _____ for the amount stated as Balance Due. All equipment will be delivered to the address designated in the INVOICE. Once delivered, the items are not to be removed from the property without the express written consent of a HSS authorized agent. Lessee gives HSS representatives the right to enter the property for the delivery and pickup of all HSS equipment. All rented HSS equipment is to remain on the property and may be removed only by the Lessor any time after the termination of this Rental Agreement or due to severe weather. All equipment will be

delivered clean and in good working order and all product specific safety rules will be reviewed with Lessee. Lessee agrees to keep all HSS rentals in the same condition as when received. If Lessee damages any rental item, lessee will pay for the repair or replacement cost at the discretion of Have Several Seats Rentals & Services L.L.C. or its owner or owners. Lessee is responsible for damage to equipment or items due to abuse, misuse, or negligence. Lessee agrees to pay the charges to repair equipment damaged, destroyed, lost or stolen. Rental charges will continue beyond the specified rental term, at the daily rental rate, until equipment or items are returned to HSS or Customer pays HSS completely for any repair or replacement cost of the equipment.

WAIVER AND RELEASE OF LIABILITY

Lessee does hereby release, forever discharge and hold harmless Have Several Seats Rentals & Services L.L.C. and its employees, members, and representatives from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Lessee's possession and use of the rental equipment or items. Lessee understands and acknowledges that this Release discharges HSS, from any liability or claim that the lessee may have against HSS with respect to any bodily injury, personal injury, illness, death or property damage that may result from Lessee's possession, use or misuse of any equipment or items belonging to Have Several Seats Rentals & Services L.L.C.. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk of use of HSS equipment, items or services, remains with you. HSS will not be liable for any incidental, special, punitive or exemplary or consequential damages or for the cost of procuring substitute equipment or services arising out of or in connection with this agreement or from the use of or inability to use HSS Equipment, items or services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory and whether or not HSS has been informed of the possibility of such damage.

RAIN/SEVERE WEATHER POLICY

During periods of severe weather conditions, (i.e. rain, high winds, etc.), HSS reserves the right to cancel your reservation, pickup, or delivery of any HSS equipment that is exposed to the severe weather without refund. If rain or severe weather is forecasted, Lessee has the option of canceling the order or reservation by 9 AM on the day of the event without incurring a cancellation fee. If after being given the option of cancelling the rental at no charge, Lessee decides to keep the rental delivery or any of the equipment but HSS determines it must pick up the equipment due to weather conditions, there will be no refunds.

TABLE & CHAIR RENTAL AGREEMENT

Lessee agrees to return the tables and chairs rented in the condition they were delivered and received. HSS agrees to deliver clean tables and chairs in working order. HSS will neatly stack the tables and/or chairs at the event location and show the Lessee the proper way to fold and unfold the chairs. Set up is Lessee or renters' responsibility. Lessee agrees to have the chairs neatly stacked at the predetermined time of pickup. Renter agrees to pay 100% of costs to replace as well as any additional expenses

associated with the replacement of damaged, lost, or stolen items including the cost of shipping and/or any future rentals forfeited as a result of any equipment losses suffered during the rental period. Lessee or renter must not sublease or remove HSS tables or chairs from the event location to which they are delivered. The tables and chairs will be the sole responsibility of Lessee during rental.

MARGARITA MACHINE RENTAL AGREEMENT

Lessee will return the equipment (including the margarita machine any lids/drip trays and all other accessory equipment including utility carts, mixing jugs, power cables, cable organizers, generators, and etc.) to the Lessor on the date shown on invoice or earlier if demanded along with all accessories in the same condition as when received ordinary wear and tear excepted. LESSEE will be charged a \$50.00 cleaning fee if the equipment is returned dirty. Lessee shall be fully liable for damage and all other loss. If the equipment is lost, stolen, destroyed, or otherwise rendered unfit for normal usage, lessee shall be fully liable for, and agrees to pay lessor, immediately upon demand the full replacement cost for said equipment, together with interest thereon at the rate of eighteen percent (18%) per annum compounded daily, until said sum is paid in full to lessor. Lessee shall not permit any repairs to the equipment or suffer any lien to be placed upon it without Lessor's consent, and the Lessee will pay any and all unauthorized charges in connection with any repairs. Lessee will pay for all repairs and replacement resulting from causes inherent in the use to which the equipment is put. Neither Lessee nor any operator of the equipment shall be deemed to be an agent, servant, or employee of Lessor for any reason or for any purpose. Due to the high demand for equipment, it is necessary for us to have reservations guaranteed in advance in the form of a security deposit. Cancellations made less than 48 hours (2 days) prior to the rental date will be charged \$50 per machine. Rental reservations not canceled prior to the rental date will be charged one full day's rental cost for all equipment reserved.

ASSUMPTION OF RISK

Lessee recognizes and understands that use of HSS equipment may involve inherently dangerous activities. Lessee understands and acknowledges that this Release discharges HSS from any and all claims of injury, illness, death, or property damage resulting from the possession and use of any HSS equipment or items.

INSURANCE

The Lessee understands that Have Several Seats Rentals and Services L.L.C. is not providing or offering to provide insurance coverage for any liability, health, medical or disability that is in any way related to the rental of HSS equipment or items.

INDEMNIFICATION

Lessee agrees that he/she will defend, indemnify and hold HSS representatives, harmless from and against any claims of liability resulting from the use of rented HSS equipment or items by the Lessee or any other persons using the equipment or item while in the Lessee's possession including from/against

any costs incurred due to claims of injury or attorney's fees and related costs or injury involving the use and return of any HSS equipment should legal action become necessary.

PAYMENT/DEPOSITS

Lessee acknowledges payment for orders including the appropriate delivery fee can be paid via cash, check, or one of the accepted credit cards upon delivery before any items are off-loaded at the delivery location. All orders require a 50% deposit to be paid in order to secure/guarantee availability of items requested for rental. All balances can be paid upon delivery before off-loading of any item or rental equipment.

SAFE OPERATION ACKNOWLEDGEMENT

Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of HSS rental equipment or items. Lessee agrees to observe all safety precautions.

Lessee Signature X _____

Date: _____

Printed Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Ph: _____ **Email:** _____

Driver's License: _____

Rental Date: _____ **Return Date:** _____

Event Address: _____

City: _____ **State:** _____ **Zip:** _____

Lessor:

Have Several Seats Rentals & Services L.L.C.

Houston, Texas, USA 77073

www.haveseveralseatsrentals.com

hssrentals@gmail.com

+1 (713) 714-7621