

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) As used herein, "Proposal" refers to the "Proposal" to which these Terms and Conditions are attached (collectively with these Terms and Conditions, the "Contract"); "Rented Item(s)" means the items rented to you, as identified in the Proposal (including any "Instructions" described in Section (5) below), "Customer," "Lessee," "you" and "your" mean the addressee(s), customer(s) or lessee(s) identified in the Proposal (as applicable), and "MAI," "Lessor," "we," "us" and "our" mean Main Attractions, Inc., a New Jersey corporation.

(2) You agree to rent the Rented Item(s) from MAI for the period(s) specified in the Proposal (the "Term"), and to pay MAI our stated rental rate(s) specified in the Proposal (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by MAI. Rental rates are for normal use of the Rented Item(s) on a daily basis. The Rent will be increased for any additional time or use. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay MAI: (a) the Estimated Rent, together with any Deposit specified in the Proposal prior to commencement of the Term (the "Prepayment"); and (b) any additional amounts coming due hereunder upon demand by MAI. You agree that (a) MAI may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on such Prepayment; and (c) no Prepayment will be deemed a limit of your liability to MAI. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and immediately become the property of MAI.

(3) If MAI agrees to deliver, install and/or retrieve any Rented Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); (c) ensure all representatives of MAI have reasonable access to the Site; (d) give any required notice(s) to governmental authorities; and (e) obtain all necessary licenses, authorizations and approvals in advance at your sole cost. MAI will not be responsible for delay(s) caused by other parties, including any providers of other items or services related to your planned use of the Rented Item(s) ("Other Providers") for which you agree to indemnify, defend and hold harmless MAI. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of MAI's representatives regarding the same (including the status, location(s), condition and quantities of all Rented Item(s) delivered and/or retrieved).

(4) AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth in the Proposal (the "Site"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with the "Instructions" identified in Section (5) below, as well as all applicable laws, rules, regulations and ordinances; and (b) ANY AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not, nor will you permit anyone else to abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without MAI's prior consent (granted, conditioned or denied in the sole discretion of MAI).

(5) Upon your execution of this Contract (or upon subsequent delivery of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by MAI; and (b) you: (i) have received, read and understood the training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including all training required under applicable Fire Codes, EPA, OSHA, ANSI and NFPA Standards, if any) regarding the proper and safe transportation, installation, use, maintenance and storage of the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (v) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables (call 811 or 800-272-1000, or go to www.nj1-call.com, for details), and obtain all necessary licenses, authorizations, permits and approvals prior to digging, driving stakes or otherwise disturbing the soil or any ground surface; (vi) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and adhere to a valid and effective Evacuation Plan for any and all "Temporary Structures" (as defined below) you rent from MAI; and (ix) will cause all others to comply with this Section.

(6) In the event of a Malfunction, you will immediately notify MAI, and MAI will (at its option): (a) repair the subject Rented Item; (b) provide you with a comparable item or replacement; or (c) return the unused portion of the Rent previously received from you and cancel this Contract. The foregoing remedy is EXCLUSIVE. MAI will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising therefrom or associated therewith, including any and all incidental and consequential damages.

(7) You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to MAI on time, clean and otherwise in good order, condition and repair. If you fail to do so, you will pay to MAI: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses (both direct and indirect) MAI may incur in (i) doing so, or at our option, (ii) replacing the subject Rented Item(s). Certain items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

(8) MAI alone owns and will retain title to all Rented Item(s) at all times. Your only right with respect to the Rented Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking of any lien, claim or encumbrance on any Rented Item(s). You may not transfer, sublet or assign any Rented Item(s) or this Contract without MAI's prior written consent.

(9) WARNING. TENTS ARE TEMPORARY STRUCTURES, AND CAN BE DANGEROUS. TENTS MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER. You agree to: (a) maintain and post an Evacuation Plan for all tents rented from MAI, (b) carefully follow the Instructions at all times (USE ALL REQUIRED HEATERS IN THE EVENT OF SNOW OR SLEET); (c) if severe weather occurs or threatens, discontinue use of and EVACUATE such tent(s); (d) notify MAI of the same as soon as possible; (e) take all necessary steps to: (i) ensure the safety of all tent occupants, and (ii) protect all Rented Items; and (f) permit MAI to postpone delivery and/or installation of, or dismantle and store or retrieve such Rented Item(s) (without obligating MAI to do so).

(10) You will maintain all insurance we deem necessary, but in any event (unless we otherwise agree) at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) "all-risk" or inland marine insurance, including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name MAI as an additional insured and loss payee on a closed clause basis; (ii) waive subrogation against MAI; and (iii) be primary (MAI's insurance will be secondary).

(11) WAIVER/INDEMNITY. MAI IS NOT THE MANUFACTURER OF ANY RENTED ITEM(S). ACCORDINGLY, THE RENTED ITEM(S) IS/ARE PROVIDED "AS-IS". MAI MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, FITNESS, FUNCTION, DESIGN, CAPACITY OR FREEDOM FROM DEFECTS) REGARDING ANY RENTED ITEM, NOR DOES MAI MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY MAI WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES. YOU ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION, AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF EACH RENTED ITEM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND DISCHARGE MAI FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MAI AND ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH EACH OF THE RENTED ITEM(S) (INCLUDING WITHOUT LIMITATION, ALL REPAIR, REPLACEMENT AND ASSOCIATED COSTS).

(12) You waive any and all rights and remedies conferred upon you under the Uniform Commercial Code, as well as any and all claims against MAI for incidental, consequential, special, exemplary and punitive damages. Your duties hereunder are UNCONDITIONAL.

(13) You hereby grant MAI a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include any Rented Item(s).

(14) IF MAI has offered, and you have purchased, the OPTIONAL DAMAGE WAIVER (identified in the Proposal, if available), you will have no liability to MAI for damage to covered Rented Item(s), except that you will remain liable for all loss, damage or destruction caused in whole or in part by: (a) your breach of any provision of this Contract; (b) failure to return any Rented Item(s); (c) intentional damage; (d) gross negligence, (e) dishonesty of your employees and/or contractors; and/or (e) use of any Rented Item in violation of any law or policy of insurance.

(15) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to MAI; (c) become insolvent; or (d) die or cease conducting business; you will be in default, whereupon, MAI may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression; (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(16) This Contract, and any Addenda signed or provided by MAI, represent the entire agreement between you and MAI, superseding all other agreements and representations (including MAI's website and advertising). You will pay: (a) MAI's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Rented Item(s). If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. MAI may, without notice or liability to you: (i) inspect the Rented Item(s) at any time, and/or (ii) file of public record one or more UCC-1 Financing Statements to reflect its interest in the Rented Item(s). Neither MAI's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy MAI may have. If any performance required of MAI is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond MAI's reasonable control), MAI will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding MAI's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize MAI to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay MAI the maximum lawful charge for any check you write which is returned unpaid. MAI's maximum liability under or in connection with this Contract is limited to the Rent actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of or damage to persons or property arising in connection with the Rented Item(s), and that allocation (which you agree is fair and equitable) is reflected in a reduced Rent. This Contract will be deemed to apply not only to the Rented Item(s) identified in the Proposal, but also to all other items you rent from MAI at any time in the future (except only as otherwise agreed by MAI). This Contract: (A) is a true (operating) lease, and not a financing arrangement; (B) cannot be further amended or extended except in a writing signed by both you and MAI; and (C) will be governed solely by the laws of the United States and the State of New Jersey. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in Middlesex County, NJ, and you hereby submit to the jurisdiction of such courts and waive all claims that such venue constitutes an inconvenient forum. Your handwritten, digital, electronic, photocopied or facsimiled signature on this Contract will be enforceable as an original.

(17) WARNING: Obtaining services by deception, threat or fraudulent statements to avoid payment may be deemed theft under NJSA §2C:20-8, et seq., subjecting the violator to CRIMINAL PROSECUTION in addition to CIVIL PENALTIES.

The undersigned has carefully read and understands these Terms and Conditions and hereby Personally Guarantees the Customer's prompt performance of its obligations under this Contract.

Signature: _____
Customer / Lessee / Authorized Signatory

A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST

