

RENTAL AGREEMENT

For the purpose of this Rental Agreement ("Agreement"), "SDPR" shall mean S. Stern and Company Inc. DBA. Something Different Party Rental, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean the customer identified on the reservation or other document referencing this Agreement, its agents and/or employees. In consideration of renting the items (herein "rental items" or "items") described on the reservation form, it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE RENTAL ITEMS, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS SDPR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE RENTAL ITEMS, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SDPR.

2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE SDPR FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST SDPR WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. TITLE AND OWNERSHIP. The rental items shall at all times be and remain the sole and exclusive property of SDPR. Customer shall have only the rights to use the rental items in accordance with the terms of this Agreement. SDPR shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of SDPR. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of SDPR.

4. INSPECTION. Customer acknowledges that he or she has had an opportunity to personally inspect the rental items and finds it suitable for his or her needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify SDPR of any defects.

5. REPLACEMENT OF MALFUNCTIONING ITEMS; LIMITATIONS ON LIABILITY. If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify SDPR. SDPR will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. SDPR is not responsible for any special, incidental, exemplary, punitive, or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto even if the parties have knowledge of such damages or costs and whether or not such damages or costs are foreseeable.

6. NO WARRANTIES. SDPR is not the manufacturer of the rented property or the agent of the manufacturer, and to the fullest extent permitted by law, no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness. To the fullest extent permitted by law, SDPR makes no warranties of any kind, and SDPR disclaims any express or implied warranties, including without limitation, merchantability or fitness. To the fullest extent permitted by law, there is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

7. HOLD HARMLESS AGREEMENT. Customer shall defend, indemnify and hold harmless SDPR its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions or omissions, negligent or otherwise, of Customer, Customer's contractors, and their respective employees, agents, and contractors. The indemnities included in this Agreement shall include reasonable attorney's fees paid by SDPR in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

8. TIME OF RETURN. Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this Agreement. Any extension must, at SDPR's election be mutually agreed upon in writing.

9. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS. The SDPR may assign its right under this contract without the Customers consent. The Customer may not sublease or loan the rental items without SDPR's written permission. Any purported assignment by the Customer is void.

10. RETURN OF RENTAL ITEMS. At the termination of this Agreement, Customer shall return all the rental items to SDPR's premises during SDPR's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the rental items occurring because it was not returned within SDPR's regular business hours. If SDPR has agreed to deliver the rental items to Customer or to pick up the rental items from Customer. Customer shall be responsible for all losses or damage to the rental items from time of delivery to Customer and until picked up by SDPR. Pick up or acceptance by SPDR of the return of rental items shall not be deemed a waiver by SPDR of any claims which SPDR may have against Customer under this Agreement.

11. INSPECTION BY SDPR. SDPR shall at all times have the right to enter any premises where the rental items may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

12. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS. Customer agrees not to

use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. SDPR may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to SDPR or its subcontractors.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without SDPR's prior written permission; or, allow a lien to be placed upon the rental items.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify SDPR when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that SDPR has no responsibility to inspect the rental items while they are in Customer's possession

13. DELIVERY/PICK UP. Delivery is made to closest point a truck can park. Extra charges will result in deliveries to upstairs, when stairs need to be used or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made prior to delivery or pick up with a special charge quoted. If no arrangements are made and this service is desired on delivery or pick up, our driver must call for authorization and an additional fee will be incurred.

14. CLEANING. China, Glassware, and Flatware must be returned rinsed and repacked properly in racks provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.

15. LINENS. Table linens are inspected prior to pick up and upon return. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

16. DIRTY, OR DAMAGED ITEMS. Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of SDPR. Customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental items damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by SDPR or at SDPR's option by others.

17. THEFT OF RENTAL ITEMS. The Customer agrees to pay for rental items (at its replacement cost when rented) for all types of theft or mysterious disappearance.

18. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for SDPR to retake the rental items, Customer authorizes SDPR to retake the rental items without further notice or further legal process and agrees that SDPR shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

19. LEGAL FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of New York for all purposes related to this Agreement. In the event an attorney is retained to enforce any provision of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorneys' fees and court costs in such action, or proceeding, in an amount to be determined by the court.

20. WEATHER RELATED RISKS. Customer assumes all weather related risks involved in holding an indoor or outdoor tented event. SDPR will endeavor to minimize *said* risk, however, should the event need to be cancelled due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond SDPR's control, Customer shall still be liable for payment in full of all charges.

21. PREPARATION OF SITE. Customer agrees to have the site upon which the rental items are to be placed, free and clear of all obstacles, natural and manmade, prior to the arrival of SDPR's work crew. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

22. COOKING UNDER TENTS. Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

23. ELECTRIC POWER AND LIGHTING. Customer agrees to furnish SDPR access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.

24. NOTICE OF NON-WAIVER/SEVERABILITY/MISC. Any failure of SDPR to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of SDPR's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision. The person signing this Agreement on behalf of the Customer warrants that he or she is duly authorized to execute and bind the Customer to this Agreement.