

IT'S MY Party



RENTALS & SALES WEDDINGS - PARTIES - SPECIAL EVENTS Tables - Chairs - Linens - Flatware - Dinnerware - Canopies and much, much, more!

2892 N. Sunnyside Avenue • Fresno, California 93727
Phone 559-291-1477 • Fax 559-291-6016
www.itsmyparty.com

CHAIRS

Brown Fibermold Folding .....	.70
Older Fibermold Folding Chair .....	.60
Wedding White Fibermold Folding Chair	1.00
White Resin Patio Chair	1.00
White Bistro Chair	1.25
White Wood w/ Padded Seat Folding Chair	2.50
White Garden Chair (slatted)	2.50
Black Resin w/ Padded Seat	2.50
Natural Wood w/ Padded Seat	2.50
Chivari Chair - Walnut	7.50
Children's Chair .....	.75

TABLES

Banquet-rectangular w/ wood top	
6' X 30" Seats 6-8 guests	6.00
8' X 30" Seats 8-10 guests	6.50
6' X 18" Catering Table	8.50
8' X 18" Catering Table	8.75
Children's 8'	7.50
Round Tables w/ wood top	
72" seats 10 guests	10.00
60" seats 8 guests	6.50
48" seats 6 guests	6.00
36" cake table	5.50
36" x 42" Tall Cocktail	7.50
Special Tables	
Half Round 60" x 30"	6.00
Heart Shaped	7.50
Serpentine, Quarter	8.50
Square Card Table	5.00
60" round w / white Umbrella	18.50
60" round w /green market Umbrella	24.50
White Umbrella w / base	12.00
Green Market Umbrella w / base	18.00
4' x 8' Table	15.00

TABLE LINEN

60" X 120" Banquet Cloth / White	6.50
60" X 120" Banquet Cloth / Colors	6.50
60" X 120" Banquet Cloth / Print or Damask	7.00
60" X 120" Banquet Cloth / Denim	8.50
60" x 120" Banquet Cloth / Lace	8.50
52" x 114" Banquet Cloth	6.00
90" x 156" Conference Cloth	18.00
90" x 132" Conference Cloth	17.00
90" Round Cloth / White /Colors	7.50
90" Round Cloth / Prints	7.50
90" Round Umbrella / White/Colors	7.00
90" Round Umbrella / Prints	7.50
108" Round Cloth / White	11.00
108" Round Cloth / Colors / Denim	11.00
120" Round Cloth / White	12.00
120" Round Cloth / Colors	12.00
132" Round Cloth / White, Black	15.00
132" Round Cloth / Gold Lame	16.00
90" Square Cloth / Organza or Damask	9.50
85" Square Cloth / White	6.00
85" Square Cloth / Colors, Prints	6.00
72" Square Cloth / White	6.00
72" Square Cloth / Colors, Prints	6.00
54" Square Cloth / White	4.00
54" Square Cloth / Colors, Prints	4.50
Napkins / White, Colors .....	.30
Napkins / Prints .....	.35
Napkins / Damask .....	.40
Table Skirting-10 $\frac{1}{2}$ ' / White, Ivory, Colors	11.00
Table Skirting-13 $\frac{1}{2}$ ' / White, Ivory, Colors	15.00
Heart Shaped / White to floor	12.00
Aisle Runner (per foot)	1.00
Chair Covers/Sash	3.00

Various Specialty Linen - Price quoted on request.

CHINA

Royal White Pattern

Dinner Plate .....	.40
Salad Plate .....	.40

Cascade (Soft White) Pattern

Dinner Plate .....	.30
Salad Plate .....	.30
Wide Rim Soup Bowl .....	.30
Bread / Butter Plate .....	.30
Coffee Cup w/ Saucer .....	.60
Fruit / sauce dish .....	.30
Creamer / Sugar (dry packet style) .....	.30
Salt / Pepper Set .....	.60

Fleur (Glass w/ floral etching) Pattern

Dinner Plate .....	.30
Salad Plate .....	.30
Luncheon Plate (9") .....	.30
Deep Salad Plate .....	.30
Bread / Butter Plate .....	.30
Coffee Cup w / Saucer .....	.60
Punch Cup .....	.30
Fruit / sauce dish .....	.30

Milano (Bright White) Pattern

Dinner Plate .....	.40
Salad Plate .....	.35
Fruit / sauce dish .....	.35
Bread/Butter plate .....	.35

Ivory Gold Band Pattern

Dinner Plate .....	.35
Salad Plate .....	.30
Snack Plate (oval) .....	.30
Soup / Cereal bowl .....	.30
Coffee Cup w / Saucer .....	.60
Creamer or Sugar .....	.75
Salt / Pepper Set	1.00
Serving Bowl or Platters	3.00

Octime (Black Octagon) Pattern

Dinner Plate .....	.40
Salad Plate .....	.35
Bread / Butter Plate .....	.35
Coffee Cup / Saucer .....	.75

Westchester (Black w/ gold trim) Pattern

Dinner Plate .....	.60
Salad Plate .....	.50
Bread / Butter Plate .....	.50
Coffee Cup / Saucer	1.00

Cosmos (Clear glass) Pattern

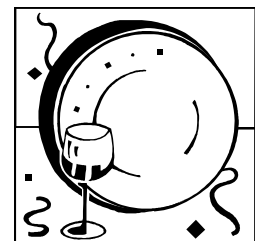
9" Plate .....	.30
7" Plate .....	.30
4" Bowl .....	.30

Blue Enamel (Speckled Tin) Pattern

Dinner Plate .....	.35
Salad Plate .....	.30
Cereal / Soup Bowl .....	.30
Coffee Cup .....	.30

Miscellaneous

Charger, Black or White	1.00
Charger, Gold	1.25
Charger, Red	1.25
Cocktail Plates w/ beverage holder .....	.35



STEMWARE

Water Goblet - 11- $\frac{1}{2}$ oz. (3711).....	25
Water Goblet-Black Stem	40
Wine Glass - 6- $\frac{1}{2}$ oz red / white (3766-3769)	25
Champagne Saucer - 4 $\frac{1}{2}$ oz (3777)	25
Champagne Flute - 6oz. (3795-3796)	40
Champagne - Catalina	40
Black Stem Champagne Flute -5 $\frac{1}{2}$ oz	40
Vine Grande -19- $\frac{1}{2}$ oz (8420)	40
Grande Tall -12oz (gourmet 8412)	40
Grande Balloon -12 oz (8415)	40
Poco Grande -13 oz (3717)	35
Citation -11 oz (8472)	35
Squall Glass - 15 oz (3616)	35
Beer Goblet -12 oz (3728)	35
Beer Mug -(heavy)-10 Oz (5010)	35
Brandy Snifter -12 oz (3705)	35
Old Fashion -10 oz (2338)	35
Gibraltar Rocks -9 oz (15244)	35
Footed Rocks -5- $\frac{1}{2}$ oz (embassy 3746)	35
Zombie -13 $\frac{1}{2}$ oz (115)	35
Footed Highball -10 oz (3737)	35
Cordial -1 oz. (3790)	35
Irish Coffee Mug -8 $\frac{1}{2}$ oz (5295)	40
Clear Coffee Mug	25
Martini Glass-6oz (8455)	35
Highball-9oz (2325)	35
Pilsner-11 $\frac{1}{2}$ oz (19)	35
Generic Citation - 11oz (8464)	35
Sherry (3788)	35

GLASSWARE

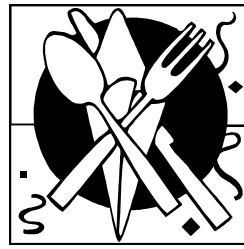
Punch Bowl -2- $\frac{1}{2}$ gal	6.00
Water Pitcher	1.50
Wine Carafe	1.00
Sugar / Creamer	1.00
Salt / Pepper .....	.75
Ashtray .....	.50
Sherbet Bowl (Supreme footed) 17 $\frac{1}{2}$ oz .....	.50
Bud Vase	1.00
Tall Vase 18" to 24"	5.00
Mirror 12" square	2.00
Mirror 12" octagon / round	2.00
Votive Candle Holder (roly-poly) .....	.40
Bubble Bowls 8"	3.00
Bubble Bowls 10"	5.00
Hurricane 12"	4.00
Hurricane 12" w / brass base	6.00
Footed Compote	5.00
Brandy Snifter- large	5.00

FLATWARE

Chateau: Each Piece	20
Dinner Fork, Salad Fork, Knife, Teaspoon, Soup Spoon	
Hostess Serving Pieces	20
Marquette: Each Piece	24
Dinner Fork, Salad Fork, Knife, Teaspoon	
Shell: Each Piece	20
Dinner Fork, Salad Fork, Knife, Teaspoon	
Black Handle Serrated Steak Knife	25

STAINLESS SERVICE

Beverage Fountains	
3 Gallon	35.00
5 Gallon	37.00
7 Gallon	40.00
5 Gallon (All Silver)	37.00
Punch Bowl - Silver w/ Gold Trim	
3 Gallon	10.00
5 Gallon	15.00
7 Gallon	18.00
Tiered Tray - Silver w/ Gold Trim	20.00
Chafing Dishes - w/ Sterno	
Standard 8 quart	17.00
Ornate 8 quart	18.00
Ornate 5 quart- round	15.00
Brass Trim 8 quart	25.00
New York Style Roll Top 8 quart	45.00
New York Style Roll Top 6 quart	35.00
Standard pan inserts	3.00



SILVER SERVICE

50 Cup Coffee Urn	25.00
25 Cup Coffee Urn	20.00
Punch Bowl w/ tray	20.00
Tray, Footed, Rectangular	8.00
Tray, 16" diameter	6.00
Tray, oval	7.00
Paul Revere Bowl - 12"	6.00
Wine Chiller	7.50
Candelabra, 3 branch	5.00
Candelabra, 5 branch	6.00

PLASTICWARE

Punch Bowl - 5 gallon w/ ladle	6.00
Punch Bowl -2- $\frac{1}{2}$ gallon w/ ladle	4.00
Pebbled Serving Bowls	
24 quart	5.00
15 quart	4.00
10 quart	3.00
4 quart	1.50
Ribbed Serving Bowls	
40 quart	6.00
Oblong 14" x 19"	5.00
Floral Design Serving Bowls	
Large	4.00
Medium	3.00
Clam Shells - Clear or White	
Large	3.50
Small	2.50
Trays	
22" Oblong	2.50
16" Round	1.50
Beverage Service	
Water Pitcher	1.00
Coffee Thermal (white swirl)	1.25
Coffee Thermal (bronze)	1.00
Miscellaneous Plastic Service	
Bread Basket .....	.40
Ladles, Spoons and Tongs .....	.50

DANCE FLOOR

Dance Flooring comes in 3' x 4' Panels.

Panels are Black and White.

Set up can be solid color or checkerboard.

Delivery and installation, **locally** (per panel)15.00

9' x 12'	9 panels	18' x 20'	30 panels
12' x 12'	12 panels	24' x 24'	48 panels
12' x 16'	16 panels	28' x 30'	70 panels
15' x 16'	20 panels	32' x 33'	88 panels
15' x 20'	25 panels		

LIGHTING AND HEATING

Party Lamp, single bulb, standing 6'	10.00
Party Lamp, 4 bulb, and standing 7'	25.00
String Lights, 8 Globe	25.00
Extension Cords 25'	5.00
Ficus Trees w/ lights	20.00
Patio Heaters w/ propane	65.00
Tent Heater	80.00
Pedestal Fan	15.00
Mister Fan	60.00

WEDDING DÉCOR

You may choose to personalize your wedding day by requesting an appointment with our decorator.

All decorations are at an additional cost and vary according to your selections.

Arches

Brass	30.00
Brass, heart shaped	47.50
White, wrought iron	25.00
White trellis, wooden	50.00
Gazebo, white wood	100.00
Canopy 8' x 8' (lights and tulle)	180.00
Flower Baskets, white wicker, tall, pair	26.00
Flower Girl basket, large	10.00
Guest Book Stand, white lattice	16.00
Guest Book Stand, brass	16.00
Kneeling Bench (white or brass)	13.00

Candelabras

Unity (white)	11.00
Unity (brass)	14.00
5 Branch, white, pair	15.00
10 Branch, white, pair	22.50
15 Branch, white, spiral, pair	28.00
Pew, white	5.00
7 Branch, brass, pair	20.00
9 Branch, brass, pair	25.00
15 Branch, brass, arched, pair	30.00
15 Branch, brass, spiral, pair	35.00
17 Branch, brass, heart, pair	40.00
18 Branch, brass, double heart, pair	45.00
Pew, brass	5.00
Candle Lighter, brass	5.00

Columns and Colonnades

Column, 30", White, Round, pair	16.00
Column, 30", White, Square, pair	18.00
Column, 40", White, Round, pair	18.00
Column, 72", White, Round, pair	24.00
Light Bases for Columns, each	5.00
Colonnade, 72", White, Quarter section	40.00
Colonnade, 72", White, Half Section	80.00
White Urns- pair	20.00

Screens

3 Panel, White Lattice, small	20.00
3 Panel, White Lattice, large	25.00
White Wood Trellis Walls	25.00

Miscellaneous

Pedestal 40" White Lattice	9.00
Money Tree, Large	30.00
Wishing Well (cardholder)	25.00
Swan Card Holder	25.00
Aisle Post, white w/ chain	5.00
Bridge, white wood	40.00
Ficus Trees w / lights	20.00
Topiaries (short)	25.00
Topiaries (tall)	50.00

PARTY TENTS AND CANOPIES

Prices include delivery and set-up in Fresno/Clovis area.

Larger Canopy prices on request.

10' x 10' = 100 sq. ft	85.00
10' x 20' = 200 sq. ft	150.00
10' x 30' = 300 sq. ft	200.00
20' x 20' = 400 sq. ft	160.00
20' x 30' = 600 sq. ft	260.00
20' x 40' = 800 sq. ft	320.00
20' x 50' = 1000 sq. ft	400.00
20' x 60' = 1200 sq. ft	480.00
20' x 70' = 1400 sq. ft	560.00
20' x 80' = 1600 sq. ft	640.00
30' x 30' = 900 sq. ft	385.00
30' x 40' = 1200 sq. ft	500.00
30' x 50' = 1500 sq. ft	600.00
30' x 60' = 1800 sq. ft	750.00
30' x 70' = 2100 sq. ft	800.00
30' x 80' = 2400 sq. ft	870.00
30' x 90' = 2700 sq. ft	940.00
30' x 100' = 3000 sq. ft	1010.00
Marquee, 9' x 20'	150.00
Peaked Tent, 20' x 40'	400.00
Walls, Clear or White, 20'	20.00
White w/ Cathedral Windows, 20'	25.00

CONCESSION EQUIPMENT

Popcorn Machine	35.00
Popcorn Machine w/ cart	50.00
Snow Cone Machine	35.00
Cotton Candy Machine	40.00
Hot Dog Cooker w/ bun warmer	35.00
Bingo Cage w/ balls	15.00
Bingo Cards	25
Raffle Drum	15.00
Fog Machine	30.00

PORTABLE BARS & EQUIPMENT

Black Cambro Bar 6'	45.00
White Lattice Bar 4'	30.00
Walnut Bar 6'	32.00
14" Cork Waiter Tray	3.00
16" Cork Rectangular Tray	4.00
Trash Container, 30 gal. Plastic	5.00
Blenders	15.00

CONFERENCE EQUIPMENT

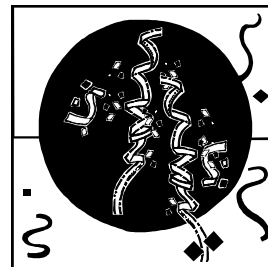
Lectern w/ Microphone	45.00
Lectern	16.00
Aluminum Easel	12.00
Garment Rack	12.00
Hangers (pkg. 50)	3.00

STAGING

4' X 8' Section	30.00
Height 8" / 16" / 24"	
Steps	10.00

FOOD SERVICE & APPLIANCES

Thermos - 5 gallon w/ spigot	15.00
Thermos - 10 gallon w/ spigot	18.00
Hot Food Carrier (4 pan capacity)	20.00
Waiter Tray	4.00
Jack Stand	3.00
Bus Cart	6.00
Bus Tub	1.00
Cooking Pot - 24 quart	8.00
Cooking Pot - 16 quart	7.00
Lids for Pots	1.00
Sheet Pans - 18" x 26"	3.00
Salad Bar (Table Top)	25.00
Serving Utensils .....	.50
Ladle - large (stainless)	2.00
Stove - double burner w/ 5 gal. Propane	32.50
Ice Chest - 164 quart	12.00
Ice Tub - small plastic, round	3.00
Ice Tub - large plastic, oblong	6.00
Ice Tub - large galvanized, oblong	7.00
Coffeemaker - 100 cup	12.00
Coffeemaker - 40 cup	6.00
Coffeemaker - 55 cup, stainless	12.00
Coffeemaker - 35 cup, stainless	10.00
Food Warming Lamp (electric)	15.00
Roaster (electric)	15.00
BBQ Grill (3 x 6)	30.00
Cleaning deposit (refundable)	30.00
Reserved Signs50



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RENTAL INFORMATION

(PLEASE REFER TO YOUR RENTAL AGREEMENT FOR ALL TERMS AND CONDITIONS)

RESERVATIONS

Most reservations need to be made well in advance. A 20% payment is due at the time the reservation is placed. This is a non-refundable guarantee should you cancel the contract less than 10 days prior to your event.

PAYMENT

Payment by personal check is due 10 business days prior to your event. We accept all major credit cards and cash.

RENTAL PERIOD

Rental rates are based on the customer receiving rental items one day prior to the event, the event date, and one-day after the event as long as the equipment is available for this period. Late returns will result in an extra charge.

CHARGES

Customer is charged for all rental items listed on the contract, whether or not they are used.

DELIVERY

We offer delivery and pick up on all orders at an additional charge. Unless other arrangements have been made, customer must be there to check in and sign the rental contract. On pick-up we reserve the right to enter your yard to collect our property. Additional fees may be assessed for staircases or elevators or any area that is not easily accessible. Set up and tear down service is also available at an additional cost. Please schedule this service ahead of time so that we can allow for the time needed.

LOSS OR DAMAGE

Your rental items were carefully counted prior to your receiving them. It is your responsibility to recount them upon receiving them. Please inform of us any discrepancies immediately. Loss or damage will result in a replacement charge. Your rental items will be recounted when returned and you will be notified of any shortages or damage.

LINEN DAMAGE

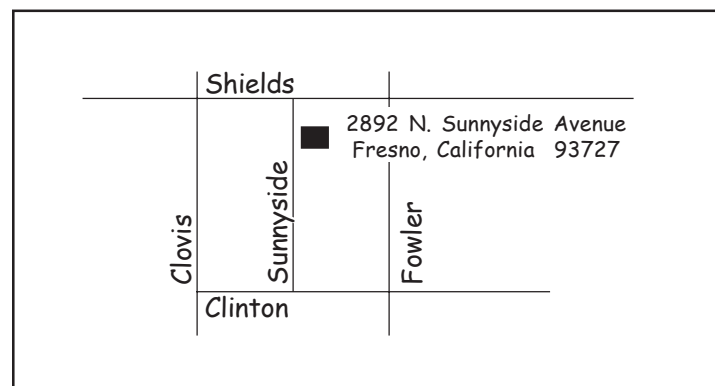
Extra cleaning charges or complete replacement fees will result for damage to linens. This includes but is not limited to wax, ink, stains, glue, burn holes and tears. Please do not use pins, staples or adhesives on linens.

CLEANING

Rental items are clean and ready for use when received. A linen bag has been included for your use. Please shake debris from linens and place in linen bag for return.

Do not place linen in plastic garbage bags!

Tableware should be rinsed and placed back in the same container it arrived in.





DRIVER'S LICENSE _____ AUTO LIC. _____

 4-11

TERMS and CONDITIONS

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees.

In consideration of hiring of the rental items (herein "the rental item or items") described on the front of this Rental Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGEMENTS, 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 ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.

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 ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER 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 RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. OPERATORS. No operators are furnished, directly or indirectly with our rental items.

4. RECEIPT/INSPECTION OF RENTAL ITEMS. Customer hires the rental items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the rental items prior to its leaving Rental Center (regardless of point of delivery) and finds it suitable for his needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the rental items are in good working order and repair and that he understands (without further instructions) its proper operation and use.

5. WARNING. The use of false or fictitious identification to obtain the rental items or the failure to return the rental items upon the Agreed Return Date of this Rental Agreement may be considered a theft, resulting in criminal prosecution. Your attention is directed to California Penal Code Section 484 and California Penal Code Section 476A (relating to bad checks).

6. POSSESSION/TITLE. Customers right to possession of the rental items terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of the Rental Agreement.

Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the rental items is and shall remain in Rental Center. If the rental items are not returned and/or levied upon for any reason whatsoever, Rental Center may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold Rental Center harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify Rental Center immediately.

7. RENTAL PERIOD/RATE/PAYMENT. Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental charges begin immediately upon delivery of the rental items to the location directed by the Customer or upon rental items leaving Rental Center, whichever happens first. Rental charges end upon return of the rental items to Rental Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, holidays, or time in transit nor for any period of time the rental items may not be in actual use while in Customer's possession. If the rental items are returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental Center may terminate rental at any time and retake the rental items without further notice in case of violation by Customer of any terms or conditions of this rental Agreement. Customer agrees to pay any collection costs and attorneys fees incurred in collection of this account or any dispute arising under this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If Customer makes greater use of the rental items it is agreed that the additional usage will be charged.

8. ORDINARY WEAR AND TEAR. Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to; damage due to overturning, overloading or exceeding rate capacities;

breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, rosin, or any other material.

9. 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 equipment 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 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 rental items required, to operate the rental items 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 Rental Center's prior written permission; or allow a lien to be placed upon the rental items.

Customer agrees to clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the rental items while it is in Customer's possession.

10. RETURN OF RENTAL ITEMS. Customer agrees to return to Rental Center, upon or before Rental Agreement Agreed Return Date, the rental items in as good condition as when received, ordinary wear and tear excepted. Customer shall be liable for all damaged to or loss of the rental items occurring because it was not returned during Rental Center's regular business hours. Customer shall be responsible for all costs incurred by Rental Center recovering and returning damaged rental items to Rental Center's premises.

11. DISCLAIMER OF WARRANTIES. Rental Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental items are fit for Customer's particular intended use, or that it is free of latent defects. Rental Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the rental items. Rental Center shall not be responsible for any defect or failure unknown to the Rental Center. Customer's sole remedy for any failure of or defect in the rental items shall be termination of the rental charges at the time of failure provided that Customer notifies Rental Center immediately of such failure and returns the rental items to Rental Center within twenty-four (24) hours of such failure.

12. PURCHASE ORDERS. The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only.

13. SUBLETTING/LOCATION OF RENTAL ITEMS. Customer agrees not to sublet, loan or assign the rental items. Customer shall not move the rental items from the address at which Customer represented it was to be used.

14. DEFAULT. Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Rental Center may, at its sole option, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to Rental Center. Exercise of any remedy available to Rental Center shall not constitute an election of remedies or a waiver of any additional remedies to which Rental Center may be entitled.

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

16. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

17. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver or Rental Center's rights to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.