PRIDE GROUP, LLC MASTER RENTAL AND SERVICES AGREEMENT - TERMS AND CONDITIONS

This Master Rental and Services Agreement ("**Master Agreement**"), applies to and governs all contracts for Rental Equipment and/or Personnel Services between Pride Group, LLC ("PRIDE") and the Preferred Client ("**Client**") whether evidenced by Pride Group's Proposal, Reservation, or Contract Form (respectively referred to as the "**Contract**"). In consideration of the rental of the equipment (the "**Rental Items**") and/or the hiring of personnel services (the "**Services**"), as described on the Contract, PRIDE and Client agree as follows:

1. SCOPE OF MASTER AGREEMENT. This Master Agreement governs all orders between PRIDE and Client that are documented with a Contract. Contracts will be completed for specific Rental Items and/or Services on specific occasions. PRIDE and Client agree that each Contract will be an addendum to this Master Agreement and the terms and provisions of each Contract is incorporated into this Master Agreement, and together provide the complete terms and conditions for that Contract.
2. MODIFIED ORDER CONSENT. In order to facilitate prompt response by PRIDE to Client's request for additional Rental Items or Services and to minimize delay, Client authorizes changes to be made to the Contract by telephone or electronic communication without the requirement for physical signature from Client or PRIDE.

FINANCIAL:

3. RESERVATIONS & DEPOSITS. A 50% deposit is required at the time of reservation to secure all Rental Items or Services. A valid credit card is required to create a reservation and hold any order, unless Client has established a charge account that is in good standing. Client gives full authorization to PRIDE to charge the credit card for any balance due, any added Rental Items, any added Services, and for damaged and missing Rental Items. The balance is due in full fourteen (14) days prior to the first delivery or will call date (the "**Delivery Date**"). Until the order has been confirmed, reserved, and the deposit has been paid, all prices and availability are subject to change.
4. PAYMENTS. PRIDE accepts banking wires, ACH, cash, and credit cards (via PRIDE secure online web portal, https://pridegroup.us/secure-payment/). All credit card payments are subject to a processing fee. In addition to any other rights or remedies PRIDE may have, Client will be charged $50 for any returned checks.
5. LATE PAYMENTS. Client shall pay a Late Fee of 10% of the balance that remains unpaid on the due date. In addition, a monthly finance charge of 2% (compounded daily) is applied on all balances that are delinquent after 30 days.
6. TAXES. All charges are exclusive of sales, use, rental, transaction privilege, excise and similar taxes, which Client shall pay in addition to the charges stated in the Contract, unless Client provides PRIDE a valid exemption certificate before the first delivery date.
7. RUSH & REVISION FEES. Rush fees and order revision fees are applied if an order, or order revision, is requested within 10 days of the Delivery Date at $250, within 3 days at $375, and if within 1 day at $500.
8. PURCHASE ORDERS. If requests for Rental Items or Services are submitted to PRIDE by means of Client's purchase order and Client's purchase order number is used on the Contract, by providing a Purchase Order, Client must pay the amount stated in the Contract.
9. ORDER OF PRECEDENCE. Any terms printed on or referenced in Client's purchase order or other Client document are rejected and have no effect. If a Contract conflicts with this Master Agreement, this Master Agreement controls unless the Contract expressly identifies the provision being changed.
10. RENTAL PERIOD/RATE. For Rental Items not returned on or before to the Reservation or Contract "in date", additional charges will apply.
    a. *Non-motorized Rental Items*. A rental period is twenty-four (24) hours for all Non-motorized Rental Items, unless a different term is specified in the Contract.
    b. *Motorized Rental Items*. A rental rate for normal and reasonable use of motorized equipment not exceeding 8 hours per day, five days per week (one-shift basis) unless a different term is specified in the Contract. Excess usage rates are applied as follows: 2 shifts charged at 1½ times normal rate, 3 shifts charged at 2 times normal rate.
11. CANCELLATION FEES. In order to compensate PRIDE for the losses and damages PRIDE will incur as a result of reserving Rental Items or Services to Client, thereby preventing PRIDE from committing those Rental Items or Services to others, cancelation fees apply when Client cancels a Contract, Rental Item or Service within certain time periods. If cancelled within fourteen (14) days of the Delivery Date the fee is 50% of the contracted amount. If cancelled within eight (8) days of the Delivery Date the fee is 75% of the contracted amount. If cancelled within four (4) days of the Delivery Date the fee is 100% of the contracted amount.
12. CUSTOM ORDERS. No credit will be issued for any custom orders or creative services; these items are subject to payment in full prior to any work being started and are non-refundable.
13. INVOICE DISCREPANCIES. If Client receives any invoice that Client believes is incorrect in item quantities, services provided or pricing, Client must email PRIDE within (3) three days from receipt identifying the discrepancies. Client's failure to advise PRIDE of any discrepancies within 3 days will be conclusively deeded to constitute Client's agreement that the invoice is accurate in all respects. To prevent delay in payment due to PRIDE, Client will submit payment within the terms for the amounts due and not in question, withholding only the amount due related those discrepancies that client has identified. Pride will provide clarification regarding the discrepancies identified by Client. Once both parties have agreed on the discrepancies, the amount agreed to is due immediately on receipt of a revised invoice or credit memo. No credit will be given for unused or returned items.
14. GUARANTEE. Signer hereby personally and unconditionally guarantees punctual payment by Client as required by the Contract and this Master Agreement.

DELIVERY, SET UP AND PICKUP:

15. RECEIPT/INSPECTION. Client rents or hires the Rental Items on an "as is" basis. If Client arranges for PRIDE to deliver the Rental Items, Client must have a representative present at delivery. If for any reason Client fails to have a representative present at delivery, then Client waives the opportunity to inspect and shall conclusively be deemed to accept the Rental Items as though Client had inspected them and confirmed subparts (a), (b) and (c) below.
    By accepting delivery or possession of the Rental Items, Client acknowledges and agrees that Client has:
    a. Inspected the Rental Items and confirmed receipt of all items listed in the Contract;
    b. Found the Rental Items suitable to Client's needs; and
    c. Found the Rental Items to be in good working order and repair.
16. NO LOADING. If Client picks up Rental Items from PRIDE, Client is responsible for ensuring that Rental Items are properly stowed and secured on, or within, Client's vehicle. Client is responsible for any damage to Rental Items which result from improper stowing and securing. If Client is unable or unwilling to properly load and secure Rental Items on Client's vehicle, delivery services are available at Client's expense.
17. DELIVERY VEHICLE ACCESS. Delivery is made to the closest point the PRIDE vehicle can park. Extra charges will result for deliveries to other floors, elevator use, extended hand carry scenarios or to any location where extra time is involved. PRIDE is not responsible to either set up the Rental Items or take down the Rental Items unless otherwise agreed to by the Client and PRIDE, all for an additional charge. If Client requests delivery of Rental Items by PRIDE trucks and part of the delivery route will be on private roads or driveways, Client is responsible for ensuring that there is adequate vertical and horizontal clearance from overhanging trees and structures. Required clearance is at least 15 feet tall and 20 feet wide. Client must inspect and measure private drives and roadways prior to the day of delivery to ensure that vehicles will not be damaged while making deliveries. If Client fails to conduct a proper inspection and PRIDE vehicles are damaged while making deliveries to Client, Client is liable to PRIDE for the resulting damage to property or vehicles. If PRIDE has to make a second trip due to access issues, an additional delivery charge will be assessed.
18. SITE PREPARATION. Client must have the site upon which the Rental Items are to be erected free and clear of all obstacles, natural and man-made, prior to the arrival of the PRIDE support crew. Client must turn off all sprinkler, or other water delivery systems, no less than 48 hours prior to arrival of the Rental Items. Upon pickup, Client is required to clear all items within and around any tent/structure prior to the arrival of the PRIDE support crew unless PRIDE has been retained for the equipment breakdown. If Client fails to do so, then Client must pay all costs resulting from any delay.
19. PERMITS & LICENSES. Client agrees and acknowledges that Client is responsible for securing all permits, licenses, consents, etc. required for installation, maintenance and use of the Rental Items, and Client is solely responsible for the costs thereof. PRIDE is not responsible for any tent, event, or other permit, license, consent, or governmental or third-party approval necessary to perform these services. Client may request this specific service from PRIDE for an additional cost.
20. ELECTRIC POWER AND LIGHTING. Except where Client's order includes generators supplied by PRIDE, Client must furnish PRIDE access to and the right to use Client's electrical and power connections for the installation and operation of the Rental Items.
21. UNDERGROUND FACILITIES. Client acknowledges the availability of services for the identification of underground utilities such as water, gas and electric pipe and conduits ("Underground Facilities"). Where equipment installation will involve any penetration of the ground (tent stakes, for example), Client must have all Underground Facilities in the vicinity of the equipment installation clearly marked with marking paint prior to the arrival of PRIDE's support crew. Client is solely responsible for, and fully indemnifies PRIDE against any harm or damage to Underground Facilities and any consequential harm or damage to people or property, unless PRIDE negligently penetrates a clearly marked area. Client must contact the service providers for the Underground Facilities one week prior to equipment installation to identify the Underground Facilities.
22. WEATHER RELATED AND OTHER RISKS. Client assumes all weather-related risks involved in holding an outdoor event. Client acknowledges that tents are temporary shade structures and not storm shelters, and though water resistant, they are not waterproof. Should damage or incident result from high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond PRIDE's control, Client is responsible for payment in full of all PRIDE charges, Client is liable for any injury or damage to third parties or property damage, including PRIDE's Rental Items. In addition, PRIDE will have no liability whatsoever for damages or losses caused by an act of God.
23. FORCE MAJEURE. PRIDE shall not be liable for any delay or failure to deliver, install, operate or remove Rental Items or Pride-Operated Equipment, or to perform Services, caused by events beyond PRIDE's reasonable control, including acts of God, severe weather, fire, flood, epidemic, labor disputes, equipment, fuel or transportation shortages, utility failures, governmental orders, or civil disturbance. Such events do not excuse Client's payment obligations, and the Cancellation Fees section continues to apply.

OPERATION OF RENTAL ITEMS:

24. NO OPERATORS. Except for Pride-Operated Equipment, or unless specifically agreed and noted in the Contract, PRIDE does not furnish, directly or indirectly, any personnel or staff to operate Rental Items.
25. PRIDE-OPERATED EQUIPMENT; NO WILL CALL. Generators, power distribution, cable and distribution panels, light towers, HVAC units, security screening equipment, and audio, video and lighting systems ("Pride-Operated Equipment") are provided only as part of the Services performed by PRIDE. Pride-Operated Equipment is not rented, leased or licensed to Client and is not available for will call, Client pickup or Client transport. The Client Responsibility for Operation and Proper Operation and Use sections do not apply to Pride-Operated Equipment; however, Client remains responsible for loss of or damage to Pride-Operated Equipment while on site, other than Ordinary Wear and Tear or damage caused by PRIDE.
    a. *Possession and Control.* PRIDE retains exclusive possession, operation and control of all Pride-Operated Equipment from delivery through removal. Only PRIDE personnel or PRIDE-authorized subcontractors may transport, position, connect, disconnect, start, stop, adjust, refuel, service or remove Pride-Operated Equipment. PRIDE determines final placement based on site conditions, permits, engineering and safety requirements. Client may identify the areas where service is needed, and PRIDE will determine how and where the equipment is placed to provide it.
    b. *No Client Operation.* Client shall not, and shall not permit any guest, vendor or other third party to, operate, move, relocate, refuel, connect to, disconnect from, tamper with or lock out any Pride-Operated Equipment. Requests to change location, electrical load or hours of operation must be made to the PRIDE site lead, who will determine whether and how to make the change.
    c. *Staffing and Access.* PRIDE will staff Pride-Operated Equipment for the duration of the event as stated in the Contract. Keys, panels, controls and fuel access remain under PRIDE's control at all times.
    d. *Breach.* Unauthorized operation or movement of Pride-Operated Equipment is a material breach of this Master Agreement. PRIDE may suspend Services immediately, and Client is responsible for any resulting damage, cost or liability, in addition to PRIDE's remedies under the Default section.
26. CLIENT RESPONSIBILITY FOR OPERATION. Client acknowledges and agrees that:
    a. Client understands the proper operation and use of Rental Items;
    b. PRIDE has offered to provide, upon reasonable prior notice, additional instruction to Client regarding the use of Rental Items;
    c. Client is ultimately responsible for the operation and care of Rental Items; and
    d. Whenever Client becomes aware that any Rental Item is malfunctioning or is unsafe to use for any reason, Client must discontinue use of the malfunctioning and/or unsafe Rental Item, remove it to a safe location, and immediately notify PRIDE of the issue.
27. PROPER OPERATION AND USE.
    a. Client must not allow any person to operate or use the Rental Items:
        i. Who is not qualified;
        ii. If the Rental Item is in need of repair or is in an unsafe condition or situation; or
        iii. For anything other than its intended purpose/function.
    b. Client must not:
        i. Modify, misuse, harm or abuse the Rental Items; or
        ii. Make any repair to the Rental Items without PRIDE's prior written consent.
    c. Client must visually inspect the Rental Items at least daily and immediately discontinue use and notify PRIDE if Rental Items are in need of repair, maintenance or is not functioning properly. PRIDE has no responsibility to inspect Rental Items while Rental Items are in Client's possession.
28. REPLACEMENT OF MALFUNCTIONING ITEMS. PRIDE will repair or replace Rental Items in disrepair with similar items in good working order, if available, so long as the defect is the result of normal use.
29. TIRE REPAIR OR REPLACEMENT. Client acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for such repair.
30. PROHIBITED TENT USE. Client must not have under or within 20 feet of the tents an open fire, perform any type of cooking or grilling, use of fireworks or sparklers, and/or use of any other heat source that may cause damage to the tent. Client shall pay all losses or costs incurred for damage to or cleaning of tents necessitated by cooking, fire, heat, or smoke.

CLIENT RESPONSIBILITY FOR RENTAL ITEMS:

31. CLIENT RESPONSIBILITY FOR RENTAL ITEMS. Once Client has accepted delivery or taken possession of Rental Items, Client is responsible for any lost or stolen Rental Items. In addition, Client is responsible for all damage to Rental Items not caused by Ordinary Wear and Tear. "Ordinary Wear and Tear" means the normal deterioration of the Rental Items resulting from anticipated, reasonable and proper use. Damage which is **not** Ordinary Wear and Tear includes but is not limited to: damage due to overturning; overloading or exceeding rated capacities; tire and wheel damage; improper use of fuel; breakage; improper use; abuse; lack of cleaning; and contaminating Rental Items with paint, tape, staples, food & drink, mold or any other material. Client shall pay PRIDE;
    a. the replacement cost for any Rental Items that are not returned because they are lost or stolen;
    b. the repair costs for any damage to Rental Items unless the damages are covered under the terms of the Damage Waiver Plan.
32. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO PROPERTY OR THIRD PARTIES FROM CLIENT OPERATION OF RENTED ITEM. PRIDE does not provide, extend, or afford any insurance coverage to Client, authorized operator(s), or passengers. Client assumes full responsibility for and must maintain insurance for any personal injuries, or damage to, destruction, or loss of property transported by, in, or caused by a Rental Item. If there is other valid and collectible automobile liability protection or insurance on any basis available to Client or any other person and such protection satisfies the financial responsibility laws, then PRIDE will have no liability for injuries or damages covered or which would have been covered by Client's insurance. However, if Client is in compliance with the terms and conditions of this Master Agreement, and if PRIDE is required by law to provide liability protection, such liability protection shall be secondary to Client's required insurance and is limited to the minimum financial responsibility limits of the state in which the vehicle is operated. PRIDE's financial responsibility is expressly limited to those applicable provisions of the motor vehicle financial responsibility laws of the state in which the vehicle is operated.
33. INSURANCE COVERAGE FOR RENTAL ITEMS. Client is responsible for any and all damage to, theft of, loss of and/or loss of use of Rental Items at full replacement cost. Client must provide a valid Certificate of Insurance with both the "Rental or Rented Equipment" coverage with no less than the total full replacement cost of all Rental Items and Pride-Operated Equipment, and "Commercial General Liability" coverage with an occurrence limit of at least Two Million Dollars. Pride Group, LLC, its officers, directors, members, managers, employees, shareholders, and affiliates must be named as an additional insured, and Pride Group, LLC as a loss payee on all coverages described above. Client must secure Client's own insurance protection for all

Rental Items. PRIDE requires that a certificate of insurance be provided upon request ten (10) days prior to the first delivery or will call date, specifying the aforementioned coverages. A Damage Waiver Fee will be charged on all Rental Items to cover incidental damage.

34. DAMAGE WAIVER. Client will be charged a Damage Waiver Fee for PRIDE's Damage Waiver (which is not insurance). The Damage Waiver Fee is a percentage of the net rental rate for all applicable Rental Items. Under PRIDE's Damage Waiver Plan, PRIDE will waive all claims against Client for accidental breakage or nominal damage to Rental Items and repair them at their expense, with the exception of third-party sub-Rental Items, that occur under normal usage and handling with reasonable care. The Damage Waiver Plan is not insurance, is not optional, and it does not cover:
    a. Any Rental Items not returned for any reason, to include but not limited to theft, disappearance, vandalism, mischief or misplacement;
    b. Loss or damage resulting from overloading or exceeding the rated capacity of Rental Items;
    c. Damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of Rental Items;
    d. Loss or damage caused by infidelity of Client, their employees, or persons to whom the Rental Items are entrusted;
    e. Failure to keep Rental Items in a locked enclosure or guarded when not in use;
    f. Damage resulting from vandalism or intentional or improper misuse;
    g. Damage resulting from failure to secure Rental Items during transport;
    h. Damage to motors or other electrical appliances or devices caused by artificial current;
    i. Damage resulting from overturning;
    j. Damage resulting from use of the Rental Items in violation of any provision of this Master Agreement or violation of any law, ordinance or regulation;
    k. Damage due to weather; and
    l. Damage to third party sub Rental Items, custom Rental Items or specialty linens.

    If Client has insurance covering such loss or damage, Client shall exercise all rights available to Client under said insurance, take all actions necessary to process said claim, and Client further agrees to assign said claim and any and all proceeds from such insurance to PRIDE. Upon request of PRIDE, Client shall furnish the name of Client's insurance agent, insurance company, and complete information concerning insurance coverage carried. PRIDE's waiver of claims against Client as herein set forth is contingent upon Client's prompt making of and submission to PRIDE a copy of the police report where applicable.
35. RETURN. Client shall return all Rental Items to PRIDE on or before the pickup or return date set forth in the Contract. Time is of the essence and any extension of the rental period must be in writing. When Client arranges for PRIDE to pick up the Rental Items, Client shall store the Rental Items in a secure location pending pickup and Client agrees to have arepresentative present at pickup. Client's responsibility for the Rental Items continues until Client returns physical possession of the Rental Items to PRIDE. Rental Items not returned to PRIDE within three (3) days after Client's event are billed the full replacement cost. Client shall be responsible for all travel costs incurred by PRIDE in connection with:
    a. replacing or repairing damaged Rental Items not covered by the Damage Waiver Plan, or
    b. additional pick up trips due to Client's failure to assemble all Rental Items for pick up.
36. HAZARDOUS MATERIALS. Client represents and warrants that Client must return all Rental Items, including any and all attachments, tools, and machinery leased from PRIDE free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Client shall indemnify and hold PRIDE harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against PRIDE in any way relating to Client's breach of the above warranty.
37. DRIVABLE EQUIPMENT ("VEHICLE").
    a. Licensed drivers only are permitted to operate a Vehicle. Drivers must be a minimum age of 16 with a valid driver's license to operate any Vehicle, to include rental golf carts and utility vehicles.
    b. Client is responsible to advise all drivers and passengers that driving or riding in a Vehicle can be very dangerous and that their use of the Vehicle is at their own risk. And that they will assert no legal claim whatsoever as a result of an accident or incident to third parties or themselves, regardless of the consequences to their person or property or damages incurred during the rental of the Vehicle.
    c. Client agrees that Client is solely responsible for any and all damages while the Vehicle is in Client's care, custody, and control and warrants that Client has inspected said Vehicle at time of rental and affirms that Client is familiar with the operation of the Vehicle in regard to, but not limited to steering, braking, and speed control device (accelerator).
38. CLEANING. China, Glassware and Flatware must be returned rinsed and repacked properly in boxes or crates provided or additional charges will be assessed. Special cleaning fees may be imposed on BBQ Grills, Deep Fryers, Popcorn Machines and Cooking Equipment, including but not limited to cleaning of deep fryer grease and removal of coals from BBQ Grills.
39. LINENS. All linens will be inspected prior to Client taking possession and upon their return to PRIDE. Client may request that linens be inspected in Client's presence. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG AS MILDEW WILL RESULT. PRIDE provides linen return bags with every linen order. Please do not put hangers in the linen bag as this might result in tears. If there is obvious damage such as mildew, excessive stains, burns or tears, Client will be charged the cost of the linen and Client may keep the linen as though it were a sale. Return all linens dry and free of food waste.
40. ASSOCIATE SERVICES.
    a. ASSOCIATE COVERAGE PROVISION. For all Associate related services, PRIDE will schedule more Associates than required to cover potential shortages. Client agrees to pay for those additional Associates that exceed the amount estimated, up to 15% of the Associate total cost estimated on the Contract.
    b. 4 HOUR MINIMUM. All labor-related shifts have a four (4) hour minimum regardless of the hours worked.
    c. RATIOS OF SUPERVISION. Client acknowledges that PRIDE has a maximum span of control of 1 Supervisor for every 7 Associates.
    d. OVERNIGHT SECURITY COVERAGE. All overnight shifts require no less than 2 overnight Guards for their safety.
    e. OVERTIME. Should Client request any specific Associate for more than their scheduled 40 hours, Client agrees to pay time and one-half for each hour that the requested Associate remains on site in excess of 40 hours per week.
41. NON-SOLICITATION or INTERFERENCE. Client acknowledges that certain key employees of PRIDE, specifically those in senior management positions or those with access to PRIDE's proprietary or confidential information, are critical to PRIDE's business operations. To protect these legitimate business interests, Client agrees that it will not employ directly or indirectly any such key employee who has been employed with PRIDE or who provided services to Client on behalf of PRIDE, within three-hundred sixty-five (365) days following the last day on which PRIDE employed such person. This restriction is narrowly tailored to protect PRIDE's business interests and does not apply to other employees. If Client breaches this provision, Client must pay to PRIDE as Liquidated Damages Sixty Thousand Five-Hundred Dollars ($60,500.00) for each such key employee employed by Client.
42. SECURITY SERVICES. Client agrees that PRIDE does not represent and cannot warrant that the security services furnished will prevent or minimize the likelihood of loss. It is understood and agreed that in no event will PRIDE be liable to the Client or any other party for indirect, consequential, or special damages or lost profits resulting from the security services provided hereunder.

OTHER IMPORTANT TERMS AND CONDITIONS:

43. INDEMNITY/HOLD HARMLESS. Client assumes all liability for, and agrees to defend, indemnify, hold harmless, and protect PRIDE, its owners, shareholders, members, agents, officers, directors, employees, successors, and assigns ("PRIDE Indemnified Parties") from and against any and all liability, claims, demands, losses, damages, injuries, penalties, suits, actions, costs and expenses, including attorney's 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 or related to (i) the use, maintenance, instruction, operation, possession, ownership or rental of the Rental Items; (ii) the Services or Pride-Operated Equipment; (iii) Client's event, site or venue; (iv) any act or omission of Client or its employees, agents, guests, invitees, vendors or contractors; or (v) Client's breach of any Contract or this Master Agreement, in each case however caused, including claims arising from the negligence of any PRIDE Indemnified Party, to the fullest extent permitted by law.
44. POSSESSION/TITLE. Title to the Rental Items is and shall remain vested in PRIDE. If Client fails to timely return physical possession of the Rental Items in accordance with this Master Agreement, PRIDE shall have the right to recover physical possession of the Rental Items without further notice or legal process, and to use whatever reasonable means is necessary. Client agrees to indemnify, defend, and hold harmless the PRIDE Indemnified Parties from any and all claims and costs arising out of PRIDE's recovery of physical possession of the Rental Items.
45. RETAKING OF RENTAL ITEMS. If the Rental Item is not returned at the termination of the rental, or for any reason, it becomes necessary for PRIDE to retake the Rental Item to protect it from loss or damage, PRIDE, and its agents may go upon Client's property and retake the Rental Item, without notice and legal process, and Client waives all rights to a prior judicial hearing. PRIDE and its agents may take all action reasonably necessary to retake the Rental Item, and Client waives for himself/herself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by retaking by PRIDE. Client agrees to pay all costs and expenses incurred by PRIDE in retaking the Rental Item.
46. NO LIENS. Client shall not allow the imposition of a lien upon any Rental Item.
47. DISCLAIMER OF WARRANTIES. PRIDE 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 Client's particular intended use, or that Rental Items are free of latent defects. PRIDE shall not be responsible to Client 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. PRIDE shall not be responsible for any defect or failure unknown to PRIDE. Client's sole remedy for any failure, of or defect in the Rental Items shall be either (1) replacement of the Rental Item by PRIDE subject to availability, or (2) termination of the rental charges for the failed Rental Item at the time of failure provided that the Client notifies PRIDE immediately of such failure and returns the Rental Items to PRIDE within twenty-four (24) hours of such failure.
48. LIMITATION OF LIABILITY. In no event shall PRIDE be liable to Client or any third party for any indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, lost revenue, loss of use or business interruption, arising out of or related to any Contract, this Master Agreement, the Rental Items, Pride-Operated Equipment or the Services, even if advised of the possibility of such damages. PRIDE's total liability arising out of or related to any Contract or this Master Agreement shall not exceed the total amount paid by Client to PRIDE under the Contract giving rise to the claim.
49. COMPLIANCE WITH LAWS. Client shall not use or allow anyone to use the Rental Items for any illegal purpose or in any illegal or unsafe manner. Client, at Client's sole cost and expense, will 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. Specifically, Client shall comply with Health and Safety laws and regulations, fire safety regulations (such as those prohibiting heaters or cooking inside of tents), sound and noise ordinances and regulations, and ordinances and regulations requiring event permits. Client shall pay all licenses, fines, fees, permits or taxes arising from the use of the Rental Items, including any which are subsequently determined to be due.
50. SUBLETTING/LOCATION. Client will not sublet, loan or assign the Rental Items to anyone. Client will not move the Rental Items from the address at which Client represented they were to be used.
51. ASSIGNMENT. Client may not assign any Contract or this Master Agreement, in whole or in part, without PRIDE's prior written consent. PRIDE may assign its rights or subcontract any Services.
52. DEFAULT. Should Client fail to observe or comply with any provision of any Contract or this Master Agreement, PRIDE may, at its sole option, terminate the Contract, 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 PRIDE. Exercise of any remedy available to PRIDE will not constitute an election of remedies or a waiver of any additional remedies to which PRIDE may be entitled.
53. LEGAL FEES. In the event of any legal action or proceedings arising out of or related to the Contract or this Master Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs.
54. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of PRIDE to insist upon strict performance by Client of any provision of this Master Agreement shall not waive PRIDE's right to demand compliance with all other provisions of this Master Agreement. The provisions of this Master Agreement are severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision, which will remain in full force and effect.
55. SURVIVAL. Client's payment, indemnity, insurance, Rental Item responsibility, non-solicitation and hazardous materials obligations, and the limitation of liability, governing law and legal fees provisions, survive termination or expiration of any Contract or this Master Agreement.
56. CONSUMER PRODUCTS EXPOSURE WARNING. The Rental Items may contain or produce one or more chemicals known to the States of California and Arizona to cause cancer, birth defects or other reproductive harm.
57. GOVERNING LAW. This Master Agreement and any Contract addendum shall be governed by the law of the State of Arizona, without regard to conflict of law principles, and it shall be deemed entered into in the State of Arizona. Client and PRIDE agree that the exclusive jurisdiction and venue for disputes is in the state or federal courts located in Maricopa County Arizona, and Client submits to personal jurisdiction in Maricopa County Arizona.
58. WAIVER OF JURY TRIAL. To the fullest extent permitted by law, PRIDE and Client each waive any right to a trial by jury in any action arising out of or related to any Contract or this Master Agreement.
59. PROMOTIONAL USE. Client is responsible for all obligations under this Master Agreement even if PRIDE provides Rental Items to Client at no cost for any purpose. Such obligations include but are not limited to Client's responsibility for missing or damaged Rental Items, delays in returning the Rental Items, and indemnification of PRIDE.
60. TIME IS OF THE ESSENCE. Client agrees that time is of the essence in this Master Agreement and that Client is charged for the time the Rental Item is in Client's possession, not the amount of time the Rental Item is used. Client's right of possession terminates on the pickup or return date set forth in the Contract, and retention by Client of possession after this time constitutes a material breach of Client's obligations under this Master Agreement.
61. ACCEPTANCE. Client acknowledges that Client has read, fully understands, and accepts the terms and conditions of this Master Agreement and is personally responsible for all amounts due. These terms & conditions are conclusively deemed agreed upon when Client, electronically or otherwise, orders the Rental Items or Services from PRIDE, makes any payment, or receives any Rental Items or Services.
62. ELECTRONIC SIGNATURES. Any Contract, this Master Agreement and any modification may be signed, accepted or delivered electronically, including by electronic signature, email, online checkout or click-through acceptance. Electronic signatures and records have the same legal effect as original signatures and paper records, and scanned or PDF copies are as binding as originals.