

Customer Acknowledgement & Agreement  
of  
Rental Terms & Conditions

The Lessee acknowledges that Lessee has inspected the equipment and has determined that same is in good condition and suitable for the purpose for which it has been leased upon delivery. The Lessee shall only use the property in the manner for which it is designed and intended to be used. Lessee assumes all responsibility for equipment while out of possession of Lessor and promises to return such equipment to the Lessor in as good condition as it was at the effective date of the lease, natural wear from a responsible use expected. Lessee shall be liable for all charges, including labor costs to repair or replace rented equipment, any loss, theft, damage, or destruction of leased property. All equipment lost or damaged beyond repair will be paid by the Lessee at regular replacement price. All damaged equipment which may be repaired will be repaired by the Lessor, on return thereof and the cost for such repairs shall be paid by the Lessee. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. If equipment is returned in unusable condition, the rental term and fees for rental continues until equipment is repaired or replaced to usable rentable condition.

Lessee hereby indemnifies and agrees to defend and hold harmless Seaside Chairs & Umbrellas, and any of its members, employees, agents, sponsors, advertisers, or any other person or entity affiliated with Seaside Chairs & Umbrellas from all claims, damages, (including consequential damages), losses, liabilities, claims, suits, costs, expenses, or proceedings. Including all costs, expenses, and attorney's fees resulting from, related to, or arising out of Lessee's use or possession of the equipment.

In the event Seaside Chairs & Umbrellas is compelled to take legal action against Customer to enforce any of the terms of this Agreement and recover any losses caused by or related to Customer's rental of the equipment. Customer agrees that Customer will be responsible for all reasonable legal costs and attorneys' fees incurred by Seaside Chairs & Umbrellas as a result thereof. Customer understands that these legal expenses will be added to any totals owed for damages being recovered by said legal action.

This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by written agreement signed by both Lessor and Lessee. The Lessee represents that Lessee is at least (18) years of age and under no disability which will prevent Lessee from entering into this agreement. Lessee agrees not to part with or assign this lease or the equipment without the written consent of Lessor.