

TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

1. For good and valuable consideration, you and Loudmouth Rentals Inc., a Texas corporation ("LRI") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean LRI.

2. You agree to rent the Rented Item(s) from LRI for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by LRI. Unless otherwise specifically agreed by LRI, all rental rates are for normal use of the Rented Item(s) on a daily, weekly or 4-week basis during the Term, as specified on Page 1. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). The Rent will be adjusted to the daily rate if you keep any additional time. No allowance will be made for time in transit or any other period of nonuse. You agree: (a) to pay LRI: (i) the Estimated Rent, together with any deposit specified on Page 1 (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to LRI; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of LRI. **All of the above charges are subject to final audit by LRI. If any adjustments are required, you agree to pay the corrected amount due immediately, and you hereby authorize LRI to correct such charges and submit the same to your credit or debit card issuer for immediate payment**

3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay stated charge(s) therefor (or if none, \$100 per hour with a 2-hour minimum), and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); (c) ensure our personnel have timely and adequate access to the Site; and (d) ensure the Site is reasonably clean, dry and secure. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless LRI. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by LRI; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, ASSE and/or ANSI Standards) regarding the proper and safe transportation, installation, use, maintenance and storage of such Item(s), (collectively, "Instructions"), and will comply fully therewith at all times; (ii) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (iii) will ensure that proper levels of power, lighting, temperature control, fire protection, insulation, security, and protection from the elements (e.g., precipitation, wind, flooding and

excessive heat or cold) and protection from vandalism, malicious mischief and other damage of any kind are provided for the Rented Item(s) at all times; (iv) will timely obtain all licenses, authorizations, permits and approvals required for use of the Rented Item(s); (v) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Section and each of the other terms of this Contract at all times.

5. You will ensure that each Item is used safely and only: (a) for the **manufacturer's intended purpose(s)**; (b) within its rated capacity; (c) at the Site; and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; (iii) take possession of or exercise control over any Rented Item; or (iv) attach any unauthorized (by LRI) power source, amplifier, speaker, component, or other device to any Rented Item(s) without LRI's prior consent, which consent may be granted, conditioned or withheld in LRI's sole discretion.

6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to LRI on time, clean and otherwise in good order, condition and repair. If you fail to do so, you will pay LRI: (a) Rent for each succeeding day (at LRI's regular daily rates) until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, LRI may incur in connection with your failure to do so.

7. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly and safely Packed, using the same packing materials.

8. In the event of a Malfunction (as defined in Section 4), you will immediately notify LRI, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. LRI will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. **WARNINGS: (A) ELECTRONIC EQUIPMENT CAN BE DANGEROUS AND SHOULD BE INSTALLED, CONNECTED, USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED AND INSTRUCTED INDIVIDUALS; AND (B) TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph).** If you use any Rented Item(s) in or under any tent or other temporary structure and hazardous weather occurs or threatens, you will: (a) **DISCONTINUE USING**, and if directed to do so by LRI, disconnect, the Rented Item(s); (b) take reasonable steps to protect such Rented Item(s); and (c) **PERMIT LRI TO DELAY DELIVERY, INSTALLATION, CONNECTION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE, ANY RENTED ITEM(S)** (without obligating LRI to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU ASSUME ALL RISKS ARISING FROM OR IN CONNECTION WITH THE RENTED ITEM(S)**, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LRI WITH RESPECT THERETO, AS PROVIDED IN SECTION 14.

10. You agree to maintain at your sole cost, any and all insurance LRI may require, which may include liability insurance coverage, host liquor liability ("Dram-Shop") coverage, and/or property damage/inland marine insurance covering the Rented Item(s) for their full (new)

replacement cost, and on such terms as LRI requires, naming LRI as an additional insured and loss payee, waiving subrogation against LRI and being primary and non-contributory.

11. Except with respect to Rented Items which LRI rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), LRI owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

12. **You may not transfer, sublease or assign any Rented Item or this Contract** without the prior written consent of LRI (in its sole discretion). LRI may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for any pre-existing obligations or liabilities of LRI.

13. LRI IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ALL SUCH ITEMS ARE PROVIDED "**AS-IS,**" AND **LRI MAKES NO WARRANTY,** EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, COURSE OF BUSINESS, COURSE OF PERFORMANCE, USAGE OF TRADE, AND/OR WORKMANLIKE PERFORMANCE**) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY LRI, NOR DOES LRI MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY LRI OR ANY OWNER SHALL BE DEEMED TO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

14. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, AND ANY AND ALL OTHER LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY RENTED ITEM(S) OR SERVICE(S); AND (B) **HEREBY RELEASE AND DISCHARGE LRI AND EACH OWNER FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LRI, EACH OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, 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 ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You hereby waive all rights, remedies, claims, damages and setoffs available under applicable law (including without limitation, the Uniform Commercial Code as adopted in Texas), as well as all incidental, consequential, special, and punitive damages, against LRI and each Owner.**

15. If and *only if*, we have offered, and you have elected to purchase the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) *and* paid the Damage Waiver fee set forth therein *prior to commencement of the Term*, your liability to LRI for damage to or destruction of covered Rented Item(s) will be limited as provided in, and subject to the terms of, LRI's "Damage Waiver Addendum" *a copy of which you hereby acknowledge receiving and carefully reviewing.* **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

16. Your duties hereunder are unconditional. 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 LRI; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver per Section 15 hereof) during the Term, you will be in default, whereupon, to the maximum extent permitted under applicable law, LRI will be entitled, without notice or liability to you, to: (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 (for which you agree to indemnify and hold harmless LRI); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (as joint and several obligors) our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and remedies available hereunder, at law or in equity.

17. You hereby grant to LRI 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), both publicly and privately, in such manner as we deem appropriate.

18. This Contract represents the entire agreement between you and LRI, superseding all other agreements and representations, including without limitation, our website and advertising. This Contract cannot be further amended or extended except in a writing signed by LRI. If LRI commences legal action to enforce this Contract, LRI will be entitled to recover its costs and expenses associated therewith (including without limitation, reasonable attorneys' fees and expenses) from you and/or any Guarantor, jointly and severally. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. LRI may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of LRI 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 LRI's reasonable control), LRI will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding LRI's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. You agree to pay LRI the maximum lawful charge for any check you write which is returned unpaid or any debit or credit card you provide which is declined. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder, as set forth on Page 1. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. These Terms and Conditions will apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from LRI at any time in the future (except only as we otherwise agree). You will pay all taxes (including all sales and use taxes), fines, fees, duties, assessments and other charges related to each Item and/or this Contract. Neither our exercise, nor our 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 we may have. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any right to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Texas. Unless waived by LRI, proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Travis County, TX. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Your digital, electronic, photocopied and/or facsimiled signature appearing on Page 1 hereof will be deemed an original for all purposes.