

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1726958
Vendor Name: Party Rentals, Inc.
Invoice Number: 16867
Invoice Date: 1/3/2025
PO Number: P0015200
Check Number: E0105099
Check Amount: \$ 7,761.04
Check Date: 01/14/2025
Voucher Number: V0864945
Document Type: AP Invoice

Document Below

"Arreguin, Sue" <arreguins40@cod.edu>

PO No. P0015200

"Arreguin, Sue" <arreguins40@cod.edu>

Fri, Jan 3, 2025 at 08:56 PM UTC

CC:

BCC:

Please process attached invoice.

Sugey G. Arreguín

Administrative Assistant VI to Dr. Mark CurtisChávez, Provost

Office of the Provost | BIC 3400

Office: (630) 9422005

On Campus: Mondays – Thursdays

Remote: Fridays

[Chat with me in Teams](#)

2 attachments

Party Rentals Inc Invoice 16867 10.30.2024.pdf

image001.png



Receipt #: 16867

PO No. P0015200

Rented To:

College of DuPage
SueArreguin
425 Fawell BlvdGlen Ellyn
IL60137

Deliver To:

College of Dupage (Culinary Department)
425 Fawell Blvd
Glen Ellyn, IL 60137

Salesperson Name: Bryan P.

Event Type: Other

Salesperson Email:

Event Name: Dinner Event

info@atpartyrentals.com

Event Contact Name: Marybeth

Sales Person Phone: 630-877-8005

Event Contact Ph No: 630-942-2005

Customer No: 154727

Delivery Day: Same Day As Event Delivery

Payment Terms: ADVANCE

Delivery Window: 7:00am - 1:00pm 6 Hour Window (Standard
Delivery)

Payment Method: CHECK

Called in by: Sue

Pickup Day: 1 Day after event

Pickup Window: 7:00am - 7:00pm 12 Hour Window (Economy
Delivery)

Qty	Description	Unit Price	Total
650	White Rice Bowl 3.5", 5oz	\$1.10	\$715.00
10	White Serving Bowl 8" - 58 oz	\$6.50	\$65.00
25	Silver Oval Bread Basket (11"X8.5")	\$4.95	\$123.75
1400	B&B Plate 6 1/4"	\$1.10	\$1,540.00
4	8QT Rectangular Roll Top Chafer	\$64.99	\$259.96
2	4QT Chrome Round Roll Top Chafer	\$39.95	\$79.90
6	6 Shelf Hot Box (Holds Sheet Pans Only)	\$39.95	\$239.70
3	Ice Caddy W/ Wheels (125 lb)	\$64.95	\$194.85
8	SERVING SPOON 8.75"	\$1.60	\$12.80
12	Black Waiter Tray Stand (31.5)	\$5.49	\$65.88
24	Oval Waiter Tray (22"x27")	\$4.95	\$118.80
2	Beverage Dispenser, Insulated (5 Gal)	\$32.00	\$64.00
12	Full Sheet Pan — 18" X 26" X 1"	\$4.95	\$59.40

15	Iced Beverage Glass (16oz) - Rack of 25	\$25.00	\$375.00
15	ALL PURPOSE GOBLET GLASS, 10-1/2 OZ./ (RACKS OF 25)	\$25.00	\$375.00
280	Salad Fork Bundle of 5	\$3.65	\$1,022.00
130	Dinner Fork Bundle of 5	\$3.65	\$474.50
130	Bouillon Spoon Bundle of 5	\$3.65	\$474.50

Description	Subtotal
SubTotal	→ \$6,260.04
Damage Waiver - Included	\$626.00 → \$6,886.04
Delivery and Pickup	\$395.00 → \$7,281.04
Miscellaneous Fees: 480 - Portering Service (Team Members On Site After Event)	\$480.00 → \$7,761.04

Comments	Total: \$7,761.04
	Initial Payment Required:
	\$3,880.52
	Due: \$7,761.04

Proposal pricing good for 30 days from date of proposal. Scope of work and proposal pricing is reflective of supplier pricing, event date, event locaiton, current labor rates. Changes of scope of work may affect pricing.

I, the Customer or authorized representative of the Customer, have been given and read the Terms and Conditions of the Rental & Services Contract attached here to and I agree to these terms from Party Rentals, Inc. and these Terms and Conditions are made part of this Contract.

Signature: _____ Date: _____

____ LESEE INITIAL

TERMS AND CONDITIONS OF RENTAL AND SERVICES CONTRACT

1. TERMS AND CONDITIONS GOVERN. The following Terms and Conditions of Rental and Services Contract ("Terms") shall apply to and govern all transactions and sale of Rental Items and Services (as defined hereinbelow) between Party Rentals, Inc. ("Party Rentals") and Party Rentals' customer ("Customer"). These Terms shall apply to, be made a part of, and are incorporated into all agreements with respect to the rental of certain equipment and related Services from Party Rentals, Inc. to Customer pursuant to any proposal, invoice, contract, or other document between Party Rentals and Customer including without limitation, any Rental and Services Contract (collectively, "Contract"). In the event of any conflict between any provision of any Contract and these Terms, these Terms shall control.

2. DEFINITIONS. Performance by Party Rentals is pursuant to these Terms only. The tents, materials and equipment Customer is leasing from Party Rentals, as more fully described on the Contract, are the "Rental Item" or "Rental Items." The address(es) of such use, as set forth on the Contract, are the "Location(s)". The date or period of such use from the delivery of and return of the Rental Items is the "Rental Period." The use of the Rental Items at the Location(s) for the designated Rental Period comprise the "Event." The delivery, installation and removal of the Rental Items by Party Rentals are collectively the "Services." The estimated price for use of the Rental Items and the Services is set forth on the Contract ("Estimated Total"); the Estimated Total, plus all charges accruing hereunder during the Rental Period and until return of the Rental Items to Party Rentals as required hereunder, is the "Total." Estimated Total includes a Ten percent (10%) (of the Estimated Total, adjusted to 10% of the Total) charge for an Equipment Protection Plan, unless specifically declined by Customer as provided herein, to cover certain accidental damage or loss to Rental Items for which Customer is responsible hereunder for Rental Items, which plan is more fully described in Paragraph 9 below. Customer may decline such coverage by checking the decline box below or notifying Party Rentals in writing that it declines the coverage, as long as Party Rentals receives such notice prior to the delivery of the Rental Items.

3. PAYMENTS; EFFECTIVE DATE; RENTAL CONTRACT. Unless waived by Party Rentals in writing, prepayments of Estimated Total ("Payments") are required prior to the Event in amounts not less than the following: one-third upon execution of the Contract, an additional one-third sixty (60) days prior to the Event, and the final one-third two (2) weeks prior to the Event. Except as otherwise expressly provided in the Contract, all such Payments are **non-refundable**. Any additional charges for additional Rental Items ordered by Customer and approved by Party Rentals between the final Payment and the Event shall be paid by Customer by credit card prior to the Event. The Contract (and these Terms) shall be effective, and Party Rentals will reserve the Rental Items for the Event, upon receipt by Party Rentals of both of the following: the Contract, signed by Customer; and the initial Payment ("Effective Date"). Pursuant to the Contract (and these Terms), Customer agrees to rent the Rental Items for the Rental Period and to timely pay the Total to Party Rentals for the Rental Period as provided herein, including the Payments when due, until all Rental Items have been returned as required by the Contract (and these Terms), including for all periods extending beyond the Rental Period due to Customer's action or inaction.

4. Labor Rates. Are based on a 10 hr. days which include lunch and breaks. Past 10 hours is 1.5 x rate overtime. Normal labor hours are non-holidays 6:00am - 11:59pm. all hours before and after shall be billed at 1.5 x rate overtime, and all holidays shall be billed at 2 x rate holiday time. All work shall be performed in accordance with this Party Rentals, Inc. Rental Agreement/Contract and rules. Please note Party Rentals, Inc. Crew is NON-union. No refunds will be issued if client hires Party Rentals, Inc. crew for a union venue and is unable to setup/strike. It is the clients responsibility to find out if a venue is union or not.

5. LIMITED RIGHT TO REFUND OF PAYMENTS. The Payments are required to hold the Rental Items for the Customer for the Event. Additionally, following the Effective Date, Party Rentals will commence preparations for the Event, which requires expenditure by Party Rentals of significant time, effort, and costs which are incurred regardless of whether the Customer later cancels the Event. Therefore, all Payments are non-refundable except in the following limited circumstances: any initial Payment is non-refundable unless Party Rentals receives a written notice terminating the Contract and these Terms within three (3) business days after the Effective Date, and such termination is more than two weeks prior to the Event. The final Payment is non-refundable unless Party Rentals receives written notice of cancellation at least three (3) business days prior to the delivery date for the Rental Items. Except for the foregoing, in the event of any cancellation or termination of the Contract (and these Terms) by Customer prior to the end of the Rental Period or the Event, Party Rentals is entitled to retain all such Payments, in addition to Customer's obligation to pay all Total due and all other damages to which Party Rentals is entitled. Customer hereby acknowledges and agrees that, except in the limited circumstances noted above, the Payments are non-refundable. Customer further agrees and acknowledges that, unless otherwise agreed in advance by Party Rentals Payments are non-transferrable between customers, locations, events, and/or rental periods.

6. CHANGES; CHANGES IN FLOOR COVERINGS. With Party Rentals' prior written approval not less than two (2) weeks prior to the Event, Customer may add available Rental Items, or remove Rental Items from the Contract; provided, however, that in the event any removal results in reduction of the Estimated Total by more than ten percent (10%), Party Rentals shall be entitled to retain the initial Payment based on

the original order plus the entire Estimated Total for the revised order. In all circumstances, the addition of Rental Items shall require an additional Payment to reach the required one-third, two-thirds or full Payment levels. However, no portion of any Payment shall be returned upon a reduction in Rental Items. Floor coverings such as astroturf, Turflawn, hardwood or carpet are custom ordered, and paid for by Party Rentals, for each Event. Upon written request to Party Rentals, Customer may request changes to, or cancel, floor covering products up to ninety (90) days prior to the Event with no cancellation or change fee. Cancellations of floor covering products within 90 days of the Event commencement date cannot be cancelled and are subject to a cancellation fee of 100% of the contracted cost of the flooring product.

7. PRICING CHANGES; OTHER PAYMENT TERMS. For any Contract for which the Event is more than six (6) months after the Effective Date, Party Rentals reserves the right to increase the prices set forth in the Contract upon written notice to Customer, provided that any such price increase shall not exceed the greater of: (x) the December to December increase in the CPI-U for the last calendar year for which it has been published by the Bureau of Labor Statistics, or (y) three (3) percent, over pricing in the Contract. If any Payment is not made when due, without waiving Customer's default, Customer shall pay Party Rentals interest equal to 1 percent (1%) per month on any overdue balance until paid in full (including such late fee) but not to exceed any amount allowed by applicable law. Additionally, a three percent (3%) convenience charge will be added to all credit card payments by Customer toward any Payments.

8. CUSTOMER ACKNOWLEDGMENTS. A. Assumption of risk. Customer agrees and acknowledges that Customer assumes all risk in connection with the placement of Customer's personal property under tents, and in connection with the installation, placement, removal of Rental Items. All of the foregoing may result in incidental damage to Customer's real and personal property, including to surfaces on which Rental Items are installed, or to surfaces/pathways used for the installation or dismantle of Rental Items. By way of example, but not limitation, tenting products, full tent floors and dance floors, may cause discoloring or kill grass surfaces or otherwise damage grass under the floor, or may cause cracking or scratches on installed surfaces. Vehicles, equipment, or tools used for the installation may cause damage to driveways, hardscapes, landscapes, or grass surfaces including, but not limited to, tire marks, oil or fluid leaks, or cracking. Customer assumes all risk of such damage. Party Rentals is not responsible for returning or restoring any such damaged property to its original state or replacing any such property, and Customer hereby releases Party Rentals from any liability for any such damage, restoration or replacement. B. Acknowledgment of delivery restrictions. Customer acknowledges that Party Rentals only provides delivery and set up on ground level. Party Rentals does not deliver up or down stairways. Estimated Total is based upon delivery and installation within 50 feet of truck access. Customer will be charged for additional time required for carrying of equipment where such access is not provided. C. Acknowledgment of installation delay due to conditions or weather. Customer agrees and acknowledges that Party Rentals shall not be required to install Rental Items at any time when rains, wind, etc. makes work unsafe for employees and/or equipment. Party Rentals shall not be required to install in an area that Party Rentals determines, in its sole discretion, to be too muddy, dirty, unsafe, or unfit for the installation. Party Rentals shall not be responsible or liable for any costs or damages incurred by Customer as a result of any such delay. D. Acknowledgment of danger. Customer acknowledges that tents may move, leak, collapse, overturn, or catch fire, particularly during hazardous weather conditions (e.g. heavy rain, snow, sleet, hail, and winds over 25mph), and assumes all such risk. E. Effect of weather on Contract. If, after delivery, weather conditions either damage the Rental Items or makes the Rental Items unsuitable for use, there will be no refund and Customer shall be still liable for the full contract cost and all Total. Customer agrees that in times of hazardous weather it shall permit Party Rentals, in its sole discretion, to delay delivery, installation, and/or use of the Rental Items, or to dismantle and/or retrieve any or all of the Rental Items; provided, however, Party Rentals is under no obligation to do so. F. No obligation to move Customer's personal property. The Services do not include, and Party Rentals is not liable for, any damage arising from Customer's request, or any implied request, to move Customer's personal property or items, including, but not limited to furniture, vehicles, plants, lights, etc. G. Party Rentals entitled to Damages. In the event of any cancellation or termination of the Contract and these Terms by Customer prior to the end of the Rental Period or the Event, or the reduction of the Rental Items by more than 10%, retention of non-refundable Payments by Party Rentals as provided above constitutes liquidated damages for Party Rentals' losses in preparation, and do not constitute a penalty; further, the retention of non-refundable Payments is in addition to Customer's obligation to pay all Total due and all other damages to which Party Rentals is entitled.

9. CUSTOMER OBLIGATIONS AND REPRESENTATIONS. A. Selection of Rental Items. Customer represents that Customer has selected the Rental Items for the Event based upon Customer's needs and requirements for the Event. B. Obtain permits. Customer shall timely obtain all licenses, permits, authorizations and approvals required for the installation and use of the Rental Items for the Event, including without limitation the permission of any owner of the real property on which the Rental Items are installed. Customer acknowledges that the inability to obtain any required permit, license or approval does not excuse Customer's performance hereunder. By accepting the Rental Items upon delivery, Customer represents and warrants to Party Rentals that Customer has obtained all such licenses, permits, authorizations and approvals. C. Mark private utilities. Prior to the delivery date, Customer shall mark all private utility or other underground lines at the Location, including any underground sprinkler systems, sewer or septic lines, wiring, pipes, or any other interferences. Only marking sprinkler heads is NOT sufficient. D. Prepare Location. Customer shall provide a Location free of obstructions such as trees,

poles, and the like at the time of delivery. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. Customer will be charged additional fees if Party Rentals staff is required to wait while the Location is cleared. E. Be present at delivery. Customer agrees and acknowledges that Customer or an on-site representative shall be present at delivery to sign for and inspect all Rental Items and to direct crews as to tent placement. The failure of Customer or Customer's on-site representative to be present at the completion of delivery or installation, or the failure of Customer or Customer's on-site representative, to reject any Rental Item at the time of delivery or installation, constitutes Customer's agreement and representation that the Customer has received all of the Rental Items ordered in the appropriate quantity, that the Rental Items are consistent with Customer's order, suitable for Customer's needs and in good working order and in good condition and repair; that Customer understands the proper operation and use of the Rental Items, and that the delivery and installation Services were performed in a commercially reasonable manner. If the Customer is not present at completion of delivery or installation, Customer waives its right to inspect and reject the Rental Items and delivery and installation Services, has made the foregoing representations with respect to the Rental Items and the delivery and installation Services. F. Comply with all applicable laws and regulations. Customer shall use the Rental Items for their intended purpose, in a safe manner, and in accordance with all applicable federal, state and municipal laws, ordinance and regulations which apply to the use of the Rental Items. Customer shall not use, or allow any person to use, the Rental Items in any illegal or unsafe manner, or without using any required safety equipment. G. Safety. Customer shall take all necessary precautions for the safety and protection from injury or damage of persons and property while using, occupying or entering and exiting tents or other Rental Items. H. No repositioning or removal from the Location. Customer shall not move, reposition, or remove any of the Rental Items from the Location. I. Evacuate in inclement weather. Customer is responsible for monitoring local weather conditions during the Rental Period. Customer shall evacuate tents if the following weather conditions. TENTS SHOULD BE EVACUATED IF SUSTAINED WINDS ARE GREATER THAN 25MPH, WIND GUSTS IN EXCESS OF 40MPH, OR IF LIGHTNING IS DETECTED WITHIN 10 MILES. J. Obtain insurance. Customer shall obtain and maintain during the Rental Period liability insurance in amounts acceptable to Party Rentals to cover property damage, death, personal injury, and similar damages relating to Customer's use of the Rental Items at the Location. Customer shall cause Party Rentals to be named as an additional insured on all such policies. Customer shall provide Party Rentals with certificates and/or endorsements reflecting such coverage upon Party Rentals' request. K. Remove all personal property prior to Return of Rental Items. Customer shall remove all of Customer's personal property, decorations and all items other than Rental Items from the tent(s) prior to the scheduled removal date. Party Rentals is not responsible for lost or missing personal items which were left in the tent. All such items which are not removed shall be deemed abandoned by Customer. L. Proper care and return of Rental Items. At the end of the Rental Period, Customer shall return all Rental Items to Party Rentals in the same condition in which they were received. Customer shall pay or reimburse Party Rentals for the repair or replacement, as necessary in Party Rentals' sole discretion, of Rental Items which were damaged during the Rental Period or which were not returned to Party Rentals. Damage includes, without limitation, damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; or dirtying with, paint, dirt or mud, plaster, ash, concrete, rosin, wax or any other material, or any similar damage.

10. Damage waiver. If the Damage Waiver is selected by Customer below, Party Rentals shall waive claims against the Customer for repair or replacement costs for accidental damage, cleaning fees or loss (other than as excluded in this Paragraph) of Rental Items. The Damage Waiver does not cover, and Customer at all times remains responsible for: loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory, damage due to vandalism, or use by Customer of the Rental Items in violation of any of the terms of the Contract or these Terms. Initial one:

Accept DW ☐ Decline DW ☐. If Customer fails to check a box, the ten percent (10%) DW charge will be included in the Total.

11. LIMITED WARRANTIES.

A. Rental Items: Party Rentals represents and warrants that: (i) it will deliver the Rental Items in the number and meeting the general description set forth on the Contract; and (ii) the Rental Items will be in good working order and repair upon delivery.

B. Services: Party Rentals shall perform the Services in a commercially reasonable manner. Customer's sole remedies for breach of the limited warranties. Customer shall inspect the Rental Items and the delivery and installation Services upon delivery and shall notify Party Rentals in person at that time of delivery of any breach of the limited warranty described in subparagraph A or with respect to the delivery and installation Services. In the event of such notice to Party Rentals, Party Rentals shall use commercially reasonable efforts to repair or replace, at Party Rentals' sole option, non-conforming or defective Rental Items and/or replacement delivery and installation Services prior to the Event. Customer shall notify Party Rentals in writing within three (3) business days after Party Rentals provides removal Services of any breach of the warranty set forth in subparagraph B with respect to the removal Services. In the event of such notice to Party Rentals, Party Rentals shall use commercially reasonable efforts to provide replacement removal Services within a reasonable period (not to exceed three (3) business days) after receipt of Customer's written notice. Customer agrees and acknowledges that any claim not made

with respect to Rental Items, upon delivery, or with respect to Services, as provided herein are waived. Further, Customer agrees and acknowledges that repair or replacement of defective or non-conforming Rental Items or Services within a reasonable period after a timely notice from Customer is Customer's sole remedy hereunder. Customer agrees and acknowledges that the foregoing remedy is an adequate remedy.

DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN PARAGRAPHS 10.A AND 10.B ABOVE, PARTY RENTALS MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE RENTAL ITEMS OR THE SERVICES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12. POSSESSION/TITLE/RISK OF LOSS. All Rental Items are owned by and at all times shall remain the property of Party Rentals and/or its vendors. Customer's right to possession of the Rental Items begins with the delivery date and ends with the last to occur of the end of the Rental Period or the scheduled date for Party Rentals' removal of the Rental Items. Customer bears all risk of loss or damage to the Rental Items at all times during Customer's possession of the Rental Items. Customer shall not consent to, allow or permit any liens or encumbrances on the Rental Items. Customer shall promptly (no later than ten (10) days after imposition) pay and discharge all such liens or encumbrances. Upon Customer's default in the discharge of any such liens or encumbrances, Party Rentals may do so and charge all costs of doing so, including attorneys' fees, to Customer, with all such amounts due and payable as Total hereunder.

13. ASSUMPTION OF RISK OF USE. Customer agrees and acknowledges that tents, as temporary structures, are inherently dangerous, particularly in storms or severe weather. Tents are designed for use in normal weather conditions. Tents may collapse in storms, high winds or other severe weather. Customer assumes all risks associated with the use of the tents and other Rental Items provided by Party Rentals, and hereby releases and discharges Party Rentals from any and all liability related to the use of the tent by Customer, including without limitation, from any injury or damage sustained during Customer's use of the tent and other Rental Items.

14. DEFAULT. Upon any material breach by Customer, including, without limitation, failure to pay Estimated Total when due, in addition to all other remedies available to it at law or in equity, Party Rentals may, at its sole discretion, upon written notice to Customer, terminate the Contract and these Terms, remove the Rental Items, declare any charges due and payable and initiate legal process to recover monies owed. Customer acknowledges that the Rental Item(s) belong to Party Rentals and Customer hereby authorizes Party Rentals to remove the Rental Items upon written notice to Customer of the removal date. To the extent allowed by applicable law, Customer waives any further notice or legal process to retake or remove the Rental Items. Customer further covenants and agrees not to sue Party Rentals for any claims arising out of or relating to such removal, including without limitation for damage to property or trespass arising out of the removal of the Rental Items.

15. INDEMNITY/HOLD HARMLESS. Customer shall indemnify, defend and hold harmless Party Rentals, its owners, officers, directors, employees and agents, from and against any and/or all liability, claims, judgments, and damages of every kind and nature, including without limitation, costs and attorneys' fees, arising out of or related to: any breach of the Contract (and these Terms) by Customer, all third-party claims against Party Rentals arising from or related to the Contract (and these Terms) except to the extent arising solely from Party Rentals' negligence, and Customer's acts or omissions in connection with the use, maintenance, instruction, operation, possession of the Rental Items, including without limitation, personal injuries, death or damage to property related to the use of the Rental Items.

16. LIMITATION OF LIABILITY. PARTY RENTALS SHALL NOT BE LIABLE TO CUSTOMER FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY OTHER DAMAGE ARISING FROM OR RELATING TO THE SERVICES AND/OR CUSTOMER'S USE OF THE RENTAL ITEMS. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL PARTY RENTALS' TOTAL LIABILITY TO CUSTOMER FOR ANY CAUSE OR CLAIM WHATSOEVER EXCEED THE TOTAL ACTUALLY PAID BY CUSTOMER FOR THE RENTAL ITEMS AND SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE ACTIONS. CUSTOMER AGREES AND ACKNOWLEDGES THAT THIS IS AN ADEQUATE REMEDY. IN NO EVENT SHALL PARTY RENTALS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT AND THESE TERMS, THE SERVICES, OR THE RENTAL ITEMS. **16. ATTORNEYS' FEES.** Customer shall be liable for and shall pay all costs incurred by Party Rentals in any litigation by Party Rentals to enforce the Contract

(and these Terms) or recover amounts due Party Rentals hereunder, including without limitation attorneys' fees and court costs.

17. ENTIRE AGREEMENT. These Terms, including the Contract, represents the entire agreement of the parties with respect to the Services and use by Customer of the Rental Items and Services and supersedes all prior agreements, representations, statements and understandings of the parties, oral or written, including without limitation proposals, purchase orders and all similar documents. These Terms (and Contract) may not be modified without a writing signed by both parties.

18. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Party Rentals to insist upon strict performance by Customer in regard to any provisions of the Contract and these Terms shall not be interpreted as a waiver of Party Rentals right to demand strict compliance with all other provisions of the Contract and these Terms or shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision.

19. NO ASSIGNMENT. Customer shall not sell, assign, sublease, or otherwise transfer the Contract (and these Terms) or any right or obligation hereunder, in whole or in part ("Transfer"); any attempted Transfer shall be void and shall be a breach of the Contract (and these Terms).

20. NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address as set forth herein, or to such other address designated by either party to the other by written notice given pursuant to this sentence. **21. APPLICABLE LAW; VENUE; JURISDICTION.** Any litigation related to the Contract and these Terms shall be governed by the laws of Illinois without regard to choice of law principles, and jurisdiction and venue for any litigation arising from or related to the Contract and these Terms shall be exclusively proper, if in state court, in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois, and if exclusively within the jurisdiction of a federal court, in the U.S. District Court for the Northern District of Chicago, Eastern Division, Chicago, Illinois. **22. FORCE MAJEURE.** Party Rentals, shall not be liable for any termination of the Contract and/or these Terms by Party Rentals or for failure to deliver Rental Items or to render Services if such termination or failure is due to circumstances beyond its control including but not limited to acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, severe weather or acts of local or central government or other authorities or regulatory bodies, natural disaster, terrorism, riot, sabotage, transportation delays, or pandemic. If any termination by Party Rentals or failure to render Services by Party Rentals occurs due to a Force Majeure event, Party Rentals shall return to Customer any initial Payment by Customer. **23. TERM; TERMINATION; SURVIVAL.** The Contract and these Terms shall terminate on the first to occur of: written notice of termination from Party Rentals to Customer in circumstances permitted by the Contract and these Terms; following payment of all Total for the entire Rental Period and any other charges to Party Rentals in connection with the Event, and the return of all Rental Items; or six months after the Event ("Term"). Terms and obligations set forth in the Contract and these Terms which by their nature survive termination of the Contract and these Terms, including without limitation, Sections 8 ("Customer Obligations and Representations"), Section 14 ("Indemnity/Hold Harmless"), Section 15 ("Limitation of Liability") and Section 16 ("Attorneys' Fees") shall survive termination. **SUMMARY: RESPONSIBILITY AND RISK OF LOSS FOR THE RENTAL ITEMS REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP.** Please be sure all Rental Items are secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of Total, including for damaged Rental Items, are Customer's responsibility.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Party Rentals, Inc. PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

I hereby Authorize Party Rentals, Inc. to charge my credit card for the amount indicated on invoice and for any service/damage charge that may arise. I understand deposits are non - refundable.

SIGNATURE _____ PRINT NAME _____ DATE _____