

Ultimate Rental Services, Inc.

1200 N. Independence Blvd., Romeoville, IL 60446 Phone: (630) 468-2800 Fax: (888) 468-2050 UltimateRentalServices.com

RENTAL CONTRACT

Bill To Wheaton Park District

Order No: 013111
Written By: Caitlin Panas

Page 1 of 3

1777 S. Blanchard Rd. Wheaton, IL 60189

Phone: Fax:

Delivery: May 29, 2019 8a-3p Complete by 3pm

Event Starts: May 30, 2019 03:00 pm **Event Ends:** Jun 02, 2019 08:00 pm

Pick-up: Jun 03, 2019 08:00 pm

Delivery Method: Delivery **Occasion:** Annual - Taste of Wheaton

Deliver To

Memorial Park 208 W. Union Avenue Wheaton, IL 60187

Contact Person

Kristina Nemetz

Phone:

Cell Phone: (630)346-4852

Additional Notes

All deliveries will be made to ground level within reasonable distance from truck, unless otherwise noted.

Site map in order files - Orange Paint for Tent layouts

630-624-3574 - Dans Cell Phone

| Qty | Description | | | | | | |
|----------|---|-----------------|------------|------------|-------------|--|--|
| a. St | | Size | Unit Price | Bill. Days | Total | | |
| 1 | | | | | | | |
| 1 | Stage - 8' x 16' (24" Tall) | 8' x 16' x 24" | \$180.00 | 1 | 4100.00 | | |
| 2 T2 | Includes standard installation ble Pedestal | | \$100.00 | 1 | \$180.00 | | |
| | | | | | | | |
| 25 | Table - Round - 30" Highboy Kit | 30" x 42" | 40.75 | | | | |
| | Customer to setup unless noted otherwise: URS Can Setup For Additional Fee | 30 X 42 | \$9.75 | 1 | \$243.75 | | |
| a. Te | nt - Frame | | | | | | |
| 24 | Tent - 10' x 10' Frame Kit | 101 | | | | | |
| | Includes standard installation | 10' x 10' | \$135.00 | 1 | \$3,240.00 | | |
| 6 | Tent - 10' x 20' Frame Kit | 101 | | | | | |
| | Includes standard installation | 10' x 20' | \$210.00 | 1 | \$1,260.00 | | |
| Chair | | | | | | | |
| 200 | Chair - Folding - Black | | | | | | |
| | Customer to setup unless noted otherwise: URS Can | 17"D x 17.5"W x | \$1.49 | 1 | \$298.00 | | |
| | Setup/Take-Down For Additional Fee | 31.5" H; | | | , ====== | | |
| 15 | Chair - Garden - Black | 43.5" | | | | | |
| - 1 | Customer to setup unless noted otherwise: URS Can | 17.5" x 30.5" | \$3.99 | 1 | \$59.85 | | |
| | Setup/Take-Down For Additional Fee | | | | • | | |
| rowd | Control | | | | | | |
| 920 | Fence - Snow - Orange | 41 40" | | | | | |
| | Barricade Fencing 8' | 1' x 48"t | \$0.25 | 1 | \$230.00 | | |
| | Accessory | 8'6"L x 43"T | \$20.00 | 1 | \$700.00 | | |
| | Stage Skirt - Black | | | | | | |
| | Stage Stair - 16" - 24" - NO Rail 2 step | 12' | \$12.00 | 1 | \$48.00 | | |
| able | 24 NO Rail 2 Step | 2 Step | \$25.00 | 1 | \$25.00 | | |
| 190 7 | able - 8' x 30" | | | | | | |
| | 0 X 30 | 8'x 30" | \$8.95 | 1 | \$1,700.50 | | |
| rinted o | n 4/19/2019 04:53 PM Order # O13111 | | 15:55 | | #1,700.30 | | |
| | Older # 013111 | | | - | Page 1 of 3 | | |

Doc ID: 20190419165103264 Sertifi Electronic Signature

Table Customer to setup unless noted otherwise: URS Can Setup For Additional Fee **Tent Item** Tent Counter 10' Includes White Skirt \$30.00 1 \$240.00 x - Insurance Certificate of Insurance If insurance requirements are received less than 48 hours \$50.00 1 \$50.00 prior to delivery, an additional rush fee of \$200.00 will be x - Service Item - Service - CALL J.U.L.I.E./DIGGERS 30

\$0.00 Order Subtotal: \$8,275.10

Discount (20.00%): \$1.645.02

(Optional) Damage Waiver (10.00%): \$822.51 Delivery Charge: \$110.00

\$0.00

TOTAL: \$7,562.59

Amount Paid: \$0.00 Balance Due: \$7.562.59

Signature I by signing this agreement, agree to all charges, terms/conditions and I have carefully reviewed all information for accur Print Name Credit Card # Expiration Date:

Security Code NOTE: Payment and Signed Rental Agreement: Orders can only be delivered after payment and SIGNED rental agreement have been received by Ultimate

NOTE: At time of delivery: Client is required to sign and verify that all equipment has been inspected and accounted for CLIENT MUST COUNT ALL EQUIPMENT AT DELIVERY AND IS RESPONSIBLE FOR ALL EQUIPMENT COUNTS AND/OR DAMAGE. (Any discrepancies must be reported by phone

NOTE: Before delivery: Any delivery time or date changes must be made a minimum of 3 days prior to delivery date otherwise requests for changes may be

Thank you for your business! Tips are Appreciated. Thank you! Attention: At time of delivery please communicate any changes, questions or concerns with office personnel by calling (630) 468-2800

TERMS AND CONDITIONS/WARRANTY

- 1. BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT SIHE HAS RECEIVED IN
- 2. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO ULTIMATE RENTAL SERVICES, INC. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
- 3. ULTIMATE RENTAL SERVICES, INC. MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED.
- 4. THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND ULTIMATE RENTAL SERVICES, INC. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD ULTIMATE RENTAL SERVICES, INC. HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE. INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS. 5. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS)
- 6. RETAKING OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT ULTIMATE RENTAL SERVICES, INC. AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS
- 7. CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO RENTAL PARTY PRIOR TO EVENT, WRITTEN
- 8. ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY ULTIMATE RENTAL SERVICES, INC. IN ENFORCING THESE TERMS AND

Rental Items listed are for rent only and for only the stated rental period. Payment terms are half of balance due as deposit and remainder of balance due prior to rental date. Please order carefully. Delivery personnel does not accept payments (Except Tips) so all balances must be paid in full before delivery. Cancellation Period: Changes may be made to any rental order prior to 10 days of taking delivery of rental items without penalty. Any changes made in the 10 day period before delivery will not receive any refund. When canceling rental items an in store credit will be issued to the client account on in stock items. If in fulfilling the rental order if any charges or fees were incurred by Ultimate Rental Services, Inc., there will be no credit or refund on those items. Any changes, questions or concerns must be communicated only with office personnel by phone verbally. Any changes will not be accepted by Voicemail, email, ect., and/or the delivery personnel. The attached document contains your rental agreement for your event. Please read and check all the information carefully. If any information is incorrect or you have any

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | certificate holder in lieu of such endo | orsem | rtain ient(: | policies may require an | endors | ement. A sta | itement on t | his certificate does | not confe | r rights to the | |
|---|--|--------------|-----------------|--|--|--|-----------------------------------|---|------------------------------------|--|--|
| | RODUCER | | | CONTACT NAME: Vicki Edwards | | | | | | | |
| 17 | ARA Insurance Services, Inc. 102 N.W. Parkway | | | PHONE POO DOL CEO | | | | | | | |
| | Kansas City MO 64150 | | | E-MAIL | | | | | 474-1931 | | |
| | · · · · · · · · · · · · · · · · · · · | | | | ADDRESS: Vedwards@arainsure.com INSURER(S) AFFORDING COVERAGE NAIC # | | | | | | |
| | | | | | | NAIC# | | | | | |
| | SURED | 001 | | INSUR | 37273 | | | | | | |
| Ultimate Rental Services Inc | | | | | INSURER B: | | | | | | |
| 1200 N. Independence Blvd. Romeoville IL 60446 | | | | | | INSURER C: | | | | | |
| J '' | Comedvine IL 00440 | | | INSURER D : | | | | | | | |
| | | | | | INSURER E : | | | | | | |
| _ | OVERAGES CF | DTIEL | 04.7 | - August - | INSURER F: | | | | | | |
| | | RIIFI | CAI | E NUMBER: 1373480877 | , | | | REVISION NUMBE | R: | | |
| | THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY FOR CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE | PERT POLI | TAIN, ICIES | THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | CO AN | THE POLICIE | S DESCRIBE PAID CLAIMS | DOCUMENT WITH RE D HEREIN IS SUBJEC : | OR THE PO SPECT TO OT TO ALL | OLICY PERIOD WHICH THIS THE TERMS, | |
| A | | INSD | MAD | | | | POLICY EXP (MM/DD/YYYY) | | LIMITS | | |
| | CLAIMS-MADE X OCCUR | Y | Y | Y A1ULIL001-020264-05 | 5/13/2018 | 5/13/2018 | 5/13/2019 | EACH OCCURRENCE DAMAGE TO RENTED | \$ 1,00 | -, | |
| | | | | | | | | PREMISES (Ea occurrence MED EXP (Any one persor | | | |
| | | | | | | | | PERSONAL & ADV INJUR | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | | 0 1.00 | | |
| | X POLICY PRO- JECT LOC | | | | | | | GENERAL AGGREGATE | \$ 2,000 | | |
| | OTHER | | | | | | | PRODUCTS - COMP/OP A | S 2,000 | 0.000 | |
| Α | THE POLICE CONTROL OF THE POLICE OF THE POLI | Y | Y | A1ULIL001-020264-05 | | 5/13/2018 | 5/13/2019 | COMBINED SINGLE LIMIT | | | |
| | X ANY AUTO | | | | | | | (Ea accident) BODILY INJURY (Per persi | s 1,000 | 0.000 | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accid | | | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | į | | | PROPERTY DAMAGE | s s | | |
| | | | | | | | | (Per accident) | | | |
| | UMBRELLA LIAB OCCUR | | | | | | | 5.6 | S | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | - | EACH OCCURRENCE | S | | |
| | DED RETENTIONS | | | | | | - | AGGREGATE | \$ | | |
| | WORKERS COMPENSATION | | | | | | | PER OTI | S | | |
| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | | | | PER OTI STATUTE ER | | | |
| | (Mandatory in NH) | N/A | 1 | | | | i | E.L. EACH ACCIDENT | S | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E L. DISEASE - EA EMPLO | | | |
| Α | Rental / Sales Inventory | - | | A1ULIL001-020264-05 | | 5/13/2018 | | E.L. DISEASE - POLICY LIN | AIT S | | |
| | Special Form / Theft | | | | | | | Actual Loss Sustained Deductible | 2,500 | | |
| exte | cription of operations / Locations / vehict eaton Park District, Wheaton Chamber o ent that coverage is afforded by form AR Tents | | | | e, may be 1 are an | attached if more Additional Ins | space is require cureds for co | d) mmercial general liab | ility insura | nce to the | |
| | | | | | | | | | | | |
| EF | RTIFICATE HOLDER | | | | CANCE | LLATION | | | | | |
| Wheaton Park District 855 W. Prairie | | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |

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Wheaton IL 60187

AUTHORIZED REPRESENTATIVE

ARA Insurance

- (a) This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations performed for the federal government, state or municipality.
- (b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
- 5. Their liability as a grantor of a franchise to you.
- 6. Their liability as a grantor of a license to you. A person(s) or organization(s) status as an additional insured under this provision ends when:
 - (a) The license granted to you by such person(s) or organizations(s) expires; or
 - (b) Your license is terminated or revoked by such person(s) or organizations(s) prior to expiration of the license as stipulated by the contract or agreement.

questions about the rental agreement, contact us immediately. Signed rental agreements are due back to us within 48 hours.. Credit card: Customer agrees to all rental charges, damage charges, cleaning charges and authorizes Ultimate Rental Services, Inc. to bill charges to customer's credit card at time of reservation and/or after rental period. All equipment must be returned in the condition and location it was delivered. Normal wear and tear is expected, however cleaning charges will apply if excessive cleaning is needed after equipment is returned. Catering equipment is to be rinsed clean and free of debris upon return/pick up. All items are expect to be free of any tape, adhesive, staples, etc. upon return/pick up. Patio heaters and cooking under the tent is prohibited and will damage the tent, resulting in replacement cost to client. Delivery Only equipment will be delivered to garage, dock, driveway, etc. Any carries over 50 feet may result in additional labor costs. If client elects for set upitake down of equipment the equipment will be carried to location and set up in location that is within reasonable carry distance. Client is responsible for maintaining and removing snow and/or water from tent and surrounding area. Client agrees to have delivery and/or set up area free from any items or debris upon delivery and/or pick up of rental equipment. Ultimate Rental Services, Inc. will not move any items that are in the way of fulfilling rental contract: (example, vehicles, furniture or any other personal property of client). Client must notify Ultimate Rental Services, Inc. of any private lines or hazards that are under ground: examples include but are not limited to sprinkler systems, gas lines, ect. Ultimate Rental Services, Inc. will notify J.U.L.I.E, DIGGERS or any other utility locate systems to mark any underground hazards with flags and paint. Ultimate Rental Services, Inc. will not erect any tent or canopy with stakes without the area being marked for any underground hazards. If the utility located services have not marked the ground, it is the contract signers responsibility to notify Ultimate Rental Services, Inc. for other arrangements to be made in regards to alternative anchoring of the tents. Client will not post or write any reviews or comments pertaining to the rental of any kind without Ultimate Rental Services, Inc.'s permission. All balances must be settled 10 days prior to event. Delivery and/or pick up times are estimated but not guaranteed: Ultimate Rental Services, Inc. is not responsible for any incurred costs or losses pertaining to late or early delivery and/or pick up times. Outstanding balances may prevent services. Client agrees to indemnify and hold harmless Ultimate Rental Services, Inc. and their agents and employees from any liability and against claims, injuries, damages or losses including reasonable attorneys fees arising from rental equipment and/or services including negligence. Client is responsible for their employees and agents that sign for equipment verification. Client is responsible to inspect all equipment for safety, functionality and item amounts. Client must notify by phone with office personnel of any damaged, soiled or missing equipment upon delivery within 3 hours of delivery, Absolutely no exceptions, No refunds. credits, exchanges or any reimbursements of any kind will be made after the 3 hour window is expired. Client will be notified of missing or damaged equipment within 48 hours of return to warehouse and management verification. Missing, damaged, or soiled equipment will be charged in accordance to rental fees. Client agrees to pay any charges pertaining to missing, damaged or broken equipment from their rental order within 30 days of return of the equipment. Any outstanding balances can be turned over to a collection agency. Client is responsible for any and all applicable permits. In the event of a governing body canceling an event or set up due to permit issues all charges equipment. Any obstanding variances can be turned over to a concention agency. Orientis responsible to any and an applicable permiss, in the event of a governing tody canceling an event of set up due to permit issues all charges will still apply and Ultimate Rental Services, inc. will not be held responsible. Client will be notified of any substitutions. Equipment must be returned at the agreed time to avoid late charges. Late charges will be calculated at originally agreed upon rate. In case of an afterhours emergency call (630) 210-1636. Damage Waiver: Damage Waiver is not insurance, it is an acknowledgment between Ultimate Rental Services, Inc. and Renter (Lessee), which relieves Lessee from any liability caused by damages not in the control of the Lessee. This document will provide the details of the Damage Waiver agreement, including agreement between parties, everything covered by the relieves Lessee from any maning caused by damages from the control of the Lessee. This document will provide the definition of the Damage waver agreement, including agreement detween parties, everything covered by the agreement. The purchase, and subsequent payment, of the Damage Waiver will guarantee a binding agreement between Lessee and Ultimate Rental Services, Inc. to relieve Lessee of liability covered by this agreement. Lessee is obligated to pay the Damage Waiver fee BEFORE the setup and use of any and all Ultimate Rental Services, Inc. equipment, and not after, in order for the agreement to be valid. The occurrence of any event that causes damage to Ultimate Rental Services, Inc. units before Damage Waiver is purchased will not be covered. A single payment of the Damage Waiver fee will cover ALL units rented from Ultimate Rental Services, Inc. The events COVERED under the Damage Waiver agreement include damage caused by: Rain or flood • Fire (not intentional fire caused by Lessee) • Damage caused by wind storm • Damage caused by riot (for large events) • Damage caused by collision (not foreseeable) • Damage caused by any acts of God (i.e. tree fall, lightning, earthquake, hailing) The events NOT COVERED under the Damage Waiver agreement include • Theft of Ultimate Rental Services. Inc. unit(s) • Intentional damage arising from, but not limited to: • Sharp objects intentionally used on or in unit; • Use of any chemical compound that can harm unit; • Silly String, Paint, Marker, etc. inside unit. • Any damage from misuse arising from, but not limited to, any disregard of safety rules located on unit. • Any damage arising from relocation or modification of unit without Ultimate Rental Services, Inc. approval. Ultimate Rental Services, Inc. warrants that they will not hold Lessee responsible for any damages which resulted from the events covered under this agreement. This warranty is in lifeu of any and all other warranties expressed or implied by Ultimate Rental Services, Inc. and any of its representatives. Lessee acknowledges, through payment for Damage Waiver, that he/she understands the full terms of the agreement and agrees to take responsibility for any damages to Ultimate Rental Services, Inc. units that are not covered under the Damage Waiver. Weather Warning - Ultimate Rental Services, inc. reserves the right to cancel or postpone any delivery, event, pickup, etc. due to inclement weather and does warranty or guarantee any times. Client agrees to evacuate people and any equipment in the event of inclement or dangerous weather at clients oversite and holds harmless Ultimate Rental Services, Inc. of any liability. Evacuation of the tent for any reason is the clients responsibility. An evacuation planning guide is available at the clients request. Open Invoice- Invoices are only closed after all equipment is returned to warehouse and counted and/or inspected. Any charges resulting from shortage, damage, cleaning charges will be billed to credit card provided. Security Deposit may be required: A security may be required at Ultimate Rental Services, Inc. discretion. Security deposit will be returned after rental equipment is counted and inspected if applicable by Ultimate Rental Services, Inc. Customer agrees to be added to mailing list and to receive promotional emails, postage mail, ect. Cancellation Policy is as follows: Once a reservation is placed it is expected for client to fulfill, the contract. However if a contract is canceled before 10 days of the event a full refund will be issued to the account. If a contract is canceled 3-10 days before the event a credit will be issued to the account less any costs incurred. If a contract is canceled within 2 days prior to event, no credit or refund will be issued. Changes

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