

RENTAL AGREEMENT

Everything you need to know about your rental

This Rental Agreement ("Agreement") is entered into between **Sartell Tent Rental LLC**, a Minnesota limited liability company ("Company," "we," "us," "our"), and the individual, company, or organization signing this Agreement ("Lessee"). By signing, Lessee agrees to be bound by these Rental Terms, as updated periodically on Company's website at sartelltentrental.com. It is Lessee's responsibility to check the website for updates. Continued use of Company's services or retention of Rental Items after updates constitutes acceptance of revised terms.

1. HEADINGS

Headings are for convenience only and do not affect interpretation.

2. RENTAL PERIOD

- The rental period begins at **9:00 AM** on the agreed start date and ends at **5:00 PM** on the agreed end date (standard period: 4 days), unless otherwise specified in writing.
 - Company will install tents or deliver Rental Items (e.g., tents, tables, chairs) within its work schedule, providing a tentative setup time window the week prior to and/or the week of the Event Date. Specific delivery/pickup times must be finalized no later than **72 hours** prior to the Event Date. Schedule adjustments may occur at Company's discretion due to weather or unforeseen circumstances (see **Weather Conditions**).
 - Most items will be delivered 1-2 days before the event and picked up 1-2 days after, weather permitting.
 - Late returns incur a fee of **\$50 per day** or **25% of the daily rental rate** (whichever is greater), plus costs incurred by Company due to the delay.
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3. TERM OF AGREEMENT

- This Agreement takes effect upon Company's receipt of the Non-Refundable Retainer and terminates when all Rental Items are returned in good condition or upon termination as outlined herein.
 - Company may terminate immediately if Lessee breaches material terms (e.g., non-payment, misuse of Rental Items), with all fees becoming due immediately.
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4. RESPONSIBILITY

- **Company's Responsibility:** Company is responsible only for delivering and installing Rental Items in good, clean, working condition per industry standards. Company is not liable for losses arising from Lessee's use unless directly caused by Company's gross negligence or willful misconduct. This excludes loss of profits or opportunity.
- **Lessee's Responsibility:** Lessee must:
 - Inspect Rental Items upon delivery and report defects within **24 hours** (see **Inspection**).
 - Use, maintain, and return Rental Items per these Terms and any provided Rental Requirements.
 - Protect Rental Items from weather, theft, vandalism, and damage at all times.
 - Verify order accuracy (e.g., delivery details, items, quantities) before signing. Errors may incur additional fees.

- Ensure the event site is permitted, accessible, safe, and free of obstructions (e.g., trees, power lines, fire pits). Lawns must be mowed, vehicles removed, animal waste cleaned, and sprinkler systems turned off prior to Company's arrival.
 - Disclose all known site conditions (e.g., weak soil, underground utilities) and facilitate a pre-event site inspection by Company or its subcontractors to confirm suitability. Lessee assumes liability for undisclosed hazards.
 - Mark all private underground utilities (e.g., electric, sprinklers, septic systems) and disable sprinkler systems. Company is not liable for damage to unmarked utilities.
 - Provide electrical power for installation and operation of Rental Items, if required.
 - Prohibit activities near Rental Items that could cause damage (e.g., fires, fireworks, grilling, adhesives).
 - Comply with all applicable laws, regulations, and safety standards (e.g., OSHA), obtaining necessary permits and licenses. Lessee is liable for all fines or penalties.
 - Properly set up folding tables and chairs unless setup service is prearranged.
 - Follow all Company instructions (written or verbal) regarding use, care, and maintenance of Rental Items, including adhering to manufacturer-specified weight and usage limits for chairs, tables, and tents (provided in Rental Requirements or safety signage). Non-compliance may result in additional charges or liability.
 - Ensure Rental Items are suitable for the event's size, scope, and intended use. Lessee is solely responsible for selecting appropriate equipment.
 - Post and enforce any Company-provided safety signage or instructions, including weight limit notices for chairs and tents.
 - Immediately stop using any Rental Item that appears defective or unsafe and notify Company.
 - Acknowledge and follow safety guidelines provided by Company (e.g., tent evacuation procedures, chair weight limits) before the event.
 - **Risk of Loss:** Lessee assumes all risk of loss, damage, or destruction of Rental Items from delivery until return, regardless of cause, and is responsible for fines or charges incurred during the rental.
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5. QUOTES

- Quotes are valid for **30 days** unless otherwise noted and do not guarantee availability.
 - Rental Items are reserved only upon receipt of the Retainer, signed Agreement, and valid credit card information via the "Credit Card Authorization" form.
 - Prices are for 1-4 day rentals unless specified and may exclude delivery, tax, setup, or breakdown.
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6. PAYMENT SCHEDULE

- **Retainer:** A non-refundable **50% Retainer** reserves Rental Items and is forfeited upon cancellation or breach.
 - **Final Payment:** Due **7 days before the Event Date**.
 - **Order Changes:** Additions or substitutions within 7 days are subject to availability and fees. Subtractions within 7 days do not reduce Rental Fees.
 - Rental Items are not reserved until Company receives the signed Agreement, Retainer, and valid credit card information.
 - All payments are made to Company; subcontractors have no authority to demand payment from Lessee.
 - Pricing and availability may change without notice.
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7. FORM OF PAYMENT

- Accepted methods: Cash, credit/debit cards (Visa, Mastercard, etc.), ACH/wire transfers, checks payable to “Sartell Tent Rental LLC” sent to 914 Morningstar Ct, Sartell, MN 56377.
 - Credit card payments incur a **3% fee (4% for international cards)**.
 - Lessee must complete the “Credit Card Authorization” form and provide valid credit card information to keep on file.
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8. CASH-IN-HAND DISCOUNT POLICY

- A cash-in-hand discount (percentage specified in the invoice) applies only to full payments in physical U.S. currency at the time of transaction. Non-cash payments (e.g., checks, cards) are ineligible.
 - Company may verify cash authenticity and reserves the right to modify or terminate this policy without notice.
 - Lessee acknowledges understanding and agreement to these terms when using the cash-in-hand discount.
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9. CHARGEBACK POLICY

- Lessee must contact Company within **7 days** of a dispute before initiating a chargeback. Unauthorized chargebacks incur a **\$100 fee**, plus legal/collection costs, and are treated as a breach of contract.
 - Reversed payments remain due as unpaid debt, subject to late fees and collections.
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10. LATE FEES / COLLECTIONS

- Payments are due by **11:59 PM** on the Due Date (7 days before the Event Date for final payment). Lessees with past-due balances will be notified via email, phone, or letter.
 - Past-due balances after **Day 15** incur a **\$50 flat fee** per billing cycle plus **1.5% monthly interest**, compounded.
 - After **30 days**, unpaid balances may be referred to a third-party billing service, which reports to credit bureaus and assesses a **\$50/month fee** plus **1.5% interest**. This fee is suspended if Lessee honors a payment plan.
 - After **9 months**, unpaid balances are referred to the Minnesota Attorney General’s Office for collections (contact: (800) 657-3787), with additional fees (e.g., **10% AG Fee, 5% Interest, 21% Collection Agency Fee, 25% Special Counsel Fee**).
 - Unpaid balances from chargebacks or breaches are subject to immediate acceleration. Company may recharge the original payment method, if legally permissible.
 - If Lessee signs on behalf of a company or organization, the individual signer is personally liable for all amounts due.
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11. ORDER CHANGES

- Changes or cancellations require **7 days’ written notice** before delivery/pickup. Changes within 7 days incur a **100% restocking fee** of affected items’ Rental Fees.

- Event date changes void this Agreement; a new Agreement with current pricing applies.
 - Additional Retainers may be required for order changes.
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12. RESCHEDULED EVENT DATE

- Rescheduling **14+ days** before the Event Date is penalty-free; within **14 days**, a **15% fee** applies. Written notice must specify the new date, if known.
 - Retainers and payments are credited toward a rescheduled event within **1 year**; unclaimed credits are forfeited.
 - Company does not guarantee Rental Item availability for rescheduled dates.
 - Additional fees may apply for rescheduling-related costs (e.g., sub-rentals, venue walk-throughs), discussed with Lessee in advance.
 - Custom-built item payments follow the original payment schedule.
 - A new or amended Agreement is required for rescheduling.
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13. CANCELLATION

- **Lessee Cancellation (notice received 8 AM-5 PM CST):**
 - **30+ days:** Refund of payments above Retainer.
 - **8-29 days:** No refunds.
 - **7 days or less:** Full Rental Fees due.
 - Fees for services rendered (e.g., custom-built items) are due immediately.
 - Company may charge the credit card on file for unpaid balances within 7 days.
 - **Company Cancellation:** Company may cancel due to unavailability, breach, unsafe site conditions, unmarked utilities, or force majeure, refunding unearned fees less costs for services rendered. No refunds are provided if cancellation is due to Lessee's failure to meet site or safety requirements.
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14. RENTAL CREDITS

- Credits expire **1 year** from the original Event Date, are non-transferable, and are subject to current rental rates.
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15. CREDIT CARD AUTHORIZATION

- Lessee must complete and submit a "Credit Card Authorization" form with valid credit card information to be kept on file by Company at least 7 days before the Event Date (or upon delivery for cash payments). This authorizes Company to charge the credit card for any fees or costs incurred under this Agreement, including but not limited to damages, loss, cleaning fees (see Cleaning Policy), late fees, additional rental days, fines, penalties, custom installation fees, subcontractor-related costs (e.g., overtime due to Lessee delays), or other charges outlined herein.
- Charges will be itemized and notified to Lessee within 14 days of Rental Item return. Lessee is responsible for full repair or replacement costs (including shipping) for lost, stolen, or damaged items, as well as any additional fees incurred.

- If the provided credit card is declined or invalid, Lessee must immediately provide an alternative valid payment method. Failure to do so may result in cancellation of the rental without refund, and the individual signing this Agreement remains personally liable for all amounts due.
 - Lessee must contact Company to resolve any charge disputes before initiating a chargeback with their card issuer, per the Chargeback Policy. Unauthorized chargebacks incur a \$100 fee, plus legal/collection costs.
 - Company complies with Payment Card Industry (PCI) standards for handling credit card information and is not liable for data breaches or unauthorized access unless caused by Company's gross negligence.
 - Failure to provide a valid Credit Card Authorization form at least 7 days before the Event Date may result in cancellation of the rental without refund.
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16. RETURNED CHECKS

- Incur a **\$50 fee** plus bank costs. Future payments may require cash or card.
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17. PHOTOGRAPHS / VIDEO

- Lessee grants Company a non-exclusive license to use event photos/videos for promotional purposes.
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18. TITLE AND OWNERSHIP

- Rental Items remain Company property. Lessee may not pledge, loan, sublease, or remove items from the delivery/installation site without written consent.
 - Company may display ownership markings, which Lessee must not remove or cover.
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19. LIABILITY

- Company is not liable for direct, indirect, or consequential damages (e.g., lost profits, personal injury, property damage) arising from Rental Item use, including chair or tent failures, incidents involving ropes, stakes, or supports, or tent instability, except where caused by Company's gross negligence during installation.
- Lessee acknowledges that chairs, tables, and tents have manufacturer-specified weight and usage limits (provided in Rental Requirements or safety signage). Company is not liable for equipment failures due to misuse, exceeding weight limits, improper setup, overloading (e.g., hanging heavy decorations on tents), or latent defects not caused by Company's negligence.
- Company strives to protect Lessee's property during delivery, installation, and removal but is not liable for incidental damage (e.g., grass ruts, scratches, rust marks, staking holes) unless caused by Company's negligence.
- Lessee waives claims for minor, incidental damage occurring during normal delivery, installation, or removal, provided it is not due to Company's gross negligence.
- Installations by Company or its subcontractors meet industry standards for tent anchoring and setup. Lessee assumes liability for any post-installation misuse or site conditions affecting stability.

20. INDEMNIFICATION

- Lessee shall indemnify, defend, and hold harmless Company, its affiliates, employees, agents, and subcontractors from all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising from:
 - Lessee's use or misuse of Rental Items, including chair or tent failures.
 - Personal injury or property damage caused by Lessee or its guests.
 - Lessee's breach of this Agreement.
 - Lessee's failure to comply with applicable laws, regulations, or safety standards.
 - Any negligent or willful act by Lessee or its guests.
 - Actions or omissions of subcontractors engaged by Company.
- Lessee is the absolute insurer of Rental Items against fire, theft, and other risks while in Lessee's possession.
- Lessee is liable for all legal fees, court costs, and collection expenses incurred by Company in enforcing this Agreement.

21. COVID-19 RELATED INDEMNIFICATION

- Both parties mutually indemnify each other against claims related to COVID-19 exposure or spread during the rental period.

22. AMENDMENT, SEVERABILITY, WAIVER, ASSIGNABILITY, COUNTERPARTS

- Amendments require written consent from both parties.
- If any provision is unenforceable, the remainder remains valid.
- Waivers must be in writing and do not waive future breaches.
- Lessee may not assign this Agreement without Company's written consent.
- This Agreement may be executed in counterparts, including electronic signatures, each deemed an original.

23. WARRANTIES & WARRANTY DISCLAIMER

- Lessee selects Rental Items; Company disclaims all warranties, including merchantability and fitness for a particular purpose, beyond delivering and installing items in good condition per industry standards.
- Company is not the manufacturer or agent of Rental Items and makes no warranty against patent or latent defects.

24. CONFIDENTIALITY

- Confidential information (e.g., pricing, terms) may not be disclosed without prior written consent, except as required by law or regulatory authorities.
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25. ADDITIONAL CHARGES

- Additional charges may include:
 - **Mileage Fee:** For deliveries outside standard areas or with subtotals under \$250.
 - **Location Service Charge:** For difficult sites (e.g., backyards, stairs, over 100 ft from vehicle, indoor deliveries, >3 steps). OSHA requires footwear at all times.
 - **Fines and Penalties:** Lessee pays full penalties for fines incurred.
 - **Damage/Repair Fees:** Full repair or replacement costs (including shipping) for lost, stolen, or damaged items.
 - **Cleaning Fees:** For unreasonably dirty items (see **Cleaning Policy**).
 - **Cleaning Extra:** Optional prepaid cleaning service.
 - **Strike Fee:** For items not folded/stacked as delivered.
 - **Additional Rental Days:** Charged at current rates for each 24-hour period past return time (29-minute grace period).
 - **Late Return Charge:** To cover costs of arranging alternatives for the next booking.
 - **Stake/Patch Holes:** For staking on hard surfaces and patching.
 - **Custom Install Fee:** For non-standard installations (e.g., asphalt, decks) if not pre-notified.
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26. BEFORE EVENT

- **Rental Item Delivery & Setup:** Company or its subcontractors determine if weather conditions allow safe setup/removal (see Weather Conditions). Lessee must inform Company of site obstacles (e.g., elevators, stairs, hills) at reservation.
- **Site Preparation:** Lessee must ensure the event site is permitted, accessible, safe, and free of obstructions (e.g., trees, power lines, fire pits).
 - Company, its employees, and subcontractors are not liable for damage to unmarked private utilities.
 - Company will arrange public utility locates for underground power, gas, or other public utilities prior to setup
 - Company may cancel or delay setup if utilities are unmarked or the tent location is not properly marked, with Lessee responsible for additional securing costs (e.g., water barrels or concrete weights for non-stakeable surfaces).
 - Lessee must:
 - Mark the tent location with white spray paint, using 2-foot L-shaped marks to indicate the four corners of the tent, ensuring accurate utility locating by locating companies and preventing unnecessary markings. These markings must be completed by 7 days before the Event Date.
 - Mark all private underground utilities (e.g., electric, sprinklers, septic systems) using industry-standard color codes (e.g., red for electric, green for sewers/septic, per American Public Works Association standards) with appropriate flagging or paint, as detailed in the Safety Guidelines, and disable sprinkler systems.
 - Provide site access and information to public utility locate services (e.g., Gopher State One Call) when requested to ensure timely and accurate locates. Lessee is liable for damage to unmarked private utilities or any fines, costs, or damages resulting from non-compliance or undisclosed hazards..

- Mow lawns, remove vehicles, clean animal waste, and turn off sprinkler systems prior to Company's arrival.
 - Disclose all known site conditions (e.g., weak soil, underground utilities) and facilitate a pre-event site inspection by Company or its subcontractors to confirm suitability, including verification of tent location markings and private utility flags.
 - **Inspection:** Company provides a Rental Inspection Form (RIF) at delivery, noting pre-existing damage. Lessee must inspect items and report defects within 24 hours. Unreported discrepancies are Lessee's responsibility.
 - **Emergency Procedures:** Lessee must establish and communicate emergency procedures for tent use (e.g., evacuation plans for including but not limited to; high wind, severe weather, fire or structural issues).
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27. WEATHER CONDITIONS

- Company may cancel or delay setup/removal if unsafe (e.g., high winds, severe weather). Operations resume when safe.
 - Tents are temporary and may leak in heavy rain. Lessee must evacuate tents during severe weather (e.g., storms, lightning) and seek shelter. Lessee is responsible for monitoring weather and taking precautions.
 - Company is not liable for weather-related injuries or damages.
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28. DURING RENTAL

- **Underneath Tent Risk:** Vehicles, trailers, or unauthorized items are prohibited under tents. Lessee is liable for resulting damages.
 - **Side Walls/Curtains:** Lessee must not remove side walls (fees apply if removed). Rolling up walls to create openings is permitted if tied securely.
 - **Fires, Fireworks, Grills, Cooking:** Prohibited within 50 feet of tents. Lessee is liable for cleaning, repair, or replacement costs from misuse.
 - **Tapes/Adhesives:** Prohibited on tent canopies or poles.
 - **Security:** Lessee must minimize theft/vandalism risks by securing Rental Items.
 - **Chair and Table Use:** Lessee must ensure chairs and tables are used within manufacturer-specified weight and usage limits (provided in Rental Requirements or signage). Overloading or improper use voids Company liability for equipment failure.
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29. AFTER EVENT

- **Cleanup:** Lessee must remove non-Company items, clean and stack tables/chairs as delivered, and ensure items are dry and repacked in the same containers and location. Fees apply for non-compliance.
 - **Chairs/Tables:** Lessee must wipe down items if dirty (e.g., food, glitter). Unstacked items incur a strike fee. Damaged, lost, or stolen items require immediate notification and full replacement cost payment.
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30. CLEANING POLICY

Lessee agrees to return all rental items in the same condition and level of cleanliness as they were provided at the time of rental, **ordinary wear and tear excepted**.

In practical terms for rentals, this includes things like:

- Minor scuffs or scratches on chair legs or tabletops
- Small amounts of dirt or dust on feet or bottoms of tables and chairs
- Slight fading of fabric or finish due to normal use and time
- Minor creases or wrinkles in tent fabric after setup and use

But ordinary wear and tear does NOT include:

- Dirt, mud, or debris (except on table or chair feet)
- Food or beverage stains or residue
- Marker, crayon residue glitter or confetti
- Bodily fluids or waste
- Ashes, soot, or burn marks

Failure to comply will result in cleaning and/or repair fees, assessed at the sole discretion of the Lessor, to cover the full cost of restoring the items to rentable condition. Examples of fees may include but are not limited to:

- Additional cleaning labor and materials
- Specialized stain or odor removal
- Repairs or replacement of damaged items

Lessee acknowledges that these fees are necessary to maintain safety, hygiene, and quality standards for all customers.

To help prevent cleaning fees, Lessee should:

- Keep all items protected and **under the tent or covered** whenever possible
- Avoid placing tables **folded down or upside down on the ground**
- Never fully remove side walls from a tent - rolling up walls is allowed if secured.
- Avoid direct contact of table tops or chair seats with dirt, grass, or other surfaces
- Clean up spills immediately during the event
- Dispose of food, drinks, and debris properly and promptly

31. DAMAGE POLICY

- Lessee is liable for all damage, loss, or theft, paying full repair or replacement costs (including shipping). Damage is assessed via the RIF:
 - **During Inspection:** Agreed damage is charged.
 - **Lessee Absent:** Company notifies Lessee within 72 hours and charges after 24-hour notice.
 - **Significant Damage:** Referred to a third-party assessor (7-14 days).
- Hidden damage must be reported pre-event with evidence; post-rental, Company provides evidence before charging.

- Non-returned items within 4 days of the Drop-Off Date are considered stolen, with Lessee charged replacement costs plus rental fees.
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32. MISCONDUCT

- Company may terminate services immediately, with no refunds, for misconduct (e.g., abusive behavior, safety violations, legal breaches, threats, intoxication). If Lessee fails to address issues after notice, Company may remove equipment.
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33. INSURANCE

- **Sartell Tent Rental LLC's Insurance Coverage:** Sartell Tent Rental LLC maintains a **\$2,000,000 per occurrence general liability insurance policy** covering bodily injury, property damage to third-party property (e.g., damage to the event venue caused by our installation), and tent-related incidents arising from our operations (e.g., improper setup of tents up to 40x40 or 20x80 by Company personnel).
- This policy **does not cover**:
 - Damage, loss, or theft of Rental Items (e.g., tents, tables, chairs) caused by Lessee, their guests, or external factors (e.g., weather, vandalism).
 - Incidents resulting from Lessee's negligence or misuse (e.g., exceeding manufacturer-specified weight limits for chairs, overloading tents with decorations).
 - Claims arising from subcontractor actions (e.g., installation of 40x80 tents), unless covered by subcontractor insurance. Lessee is responsible for all damages, losses, or claims not covered by Company's insurance, as outlined in the **Liability** and **Indemnification** sections.
- **Lessee Insurance Requirement:** Lessee must maintain general liability insurance with **\$1,000,000 per occurrence** coverage for bodily injury, property damage to third parties, and tent-related incidents (e.g., collapse, wind damage, injuries from chair or table misuse), including incidents involving subcontractors, naming **Sartell Tent Rental LLC** as an additional insured.
- Proof of insurance is due **7 days before the Event Date** for rentals involving tents larger than 40x40 or 20x80, or **3 days before the Event Date** for smaller rentals (e.g., tents 40x40 or 20x80, tables, chairs). For last-minute bookings or delays, Company may accept provisional proof (e.g., a policy application or confirmation of coverage) with final proof due before setup, subject to a **\$25 administrative fee** for late submissions.
- Lessees are encouraged to consult their insurer to ensure adequate coverage for all event-related risks, including personal injuries. Existing homeowners' or renters' insurance may suffice if it provides equivalent coverage, subject to Company verification.
- **Equipment Damage Protection:** Lessee is responsible for all damage, loss, or theft of Rental Items (e.g., tents, tables, chairs) during the rental period, as outlined in the **Damage Policy** section. To cover potential damage costs, Lessee must provide a valid credit card per the **Credit Card Authorization** section, which Company may charge for repair or replacement costs (including shipping) for damaged, lost, or stolen items. Charges will be itemized and notified to Lessee within **14 days** of Rental Item return. For rentals involving tents larger than 40x40 or 20x80 (e.g., 40x80 tents), Company may require an increased credit card authorization amount (e.g., \$5,000) to cover potential high-value losses (e.g., \$10,000-\$15,000 for a tent replacement), at Company's discretion.
- **Purpose of Insurance and Damage Protection:** Company's \$2M liability policy protects against claims arising from our operations, but Lessee's \$1M liability insurance ensures coverage for incidents caused by their actions or negligence (e.g., guest injuries from tent misuse). The credit card authorization covers damage to Rental Items, which are fragile and costly to replace (e.g., \$50-\$100 for a chair, \$5,000-\$15,000 for a tent), unlike durable equipment like skid loaders, which often rely solely on credit card holds. This approach simplifies the process by

charging only for actual damage, leveraging our history of 500 events without issues, while ensuring protection for high-value rentals.

- **Failure to Comply:** Failure to provide proof of general liability insurance or a valid credit card authorization by the required deadline may result in cancellation without refund. If the credit card is declined or invalid for damage charges, Lessee must immediately provide an alternative payment method. The individual signing this Agreement remains personally liable for all amounts due, including damages, losses, personal injury claims, or other fees.
 - Lessee waives any right of subrogation by its insurers against Company.
 - Company requires subcontractors (e.g., those installing larger tents like 40x80) to carry their own liability insurance with \$1,000,000 per occurrence coverage, naming Company as an additional insured, with proof provided before work begins. Lessee's obligations under this Agreement, including coverage for personal injuries or damages arising from subcontractor actions, remain unchanged.
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34. FORCE MAJEURE

- Company is not liable for delays or non-performance due to acts of God, floods, fires, earthquakes, pandemics (e.g., COVID-19), war, terrorism, government actions (e.g., lockdowns), strikes, or other uncontrollable events.
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35. COMPLIANCE WITH LAWS AND SAFETY STANDARDS

- Lessee must comply with all applicable laws, regulations, and safety standards (e.g., OSHA), obtaining all necessary permits and licenses. Lessee is liable for fines, penalties, or legal fees from non-compliance.
 - Lessee must not use Rental Items for illegal activities or in violation of third-party rights (e.g., intellectual property, privacy).
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36. REPORTING REQUIREMENTS

- Lessee must immediately notify Company of accidents, injuries, theft, vandalism, safety concerns, or legal claims involving Rental Items and cease using any defective or unsafe equipment.
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37. ALCOHOL AND SUBSTANCE USE

- Lessee is responsible for managing alcohol consumption and substance use at the event to prevent misuse of Rental Items or safety risks. Lessee assumes full liability for incidents related to alcohol or substance use.
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38. SUBCONTRACTORS

- Subcontractors used for delivery, setup (e.g., 40x80 tents), or other services are independent contractors, not Company agents. Lessee's indemnification obligations extend to claims arising from subcontractor actions.
 - Subcontractors have no authority to demand payment from Lessee; all payments are made to Company.
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39. GENERAL PROVISIONS

- **Governing Law:** Minnesota law applies.
 - **Dispute Resolution:** Mediation in Sartell, MN, is required before litigation.
 - **Taxes and Fees:** Lessee is responsible for all taxes and duties.
 - **Survival:** Indemnification, confidentiality, and liability clauses survive termination.
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40. SIGNATURES

By signing the Rental Agreement, Lessee acknowledges that they have read, understood, and agree to be bound by this Rental Agreement and all its Terms and Conditions. Lessee further acknowledges that this Agreement may be executed electronically, and electronic signatures or counterparts shall have the same legal effect as original signatures, pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. § 325L). This Agreement may be signed in counterparts, each deemed an original.