

All charges are for the time the equipment is out, whether used or not. Please choose dates and times carefully. Renter releases San Diego Premier Party Rentals INC, its owners, employees and agents from any and all liability including (COVID-19) (COVID-19 Waiver) Pg 2

Please email us to sandiegopremierpartyrentals@gmail.com with a picture attached before the start of your event if you have received a damaged piece equipment, this will protect you from receiving additional charges. **CALL OR TEXT (619) 616 - 1212**

PLEASE READ: Although we try to be as accurate as possible, the customer is responsible for the final review. To avoid delay, please carefully review: delivery address, billing address, all dates and times, quantity of items etc.

TERMS & CONDITIONS

RENTAL RATES: All rates quoted are for a 24-hour rental period. Long term rates are available upon request. All rentals are tax free.

LINEN DISCREPANCY: Color and/or texture may vary from actual fabric. Our fabric occasionally varies by dye. Due to the nature of linen goods, slubs, picks, and chaff are inherent in the fabric. These are not considered defects.

Products are subject to availability. All images are digital representation for illustration purposes.

LOSS OR DAMAGE: Responsibility for equipment remains with the lessor from the time of delivery to time of return. Please be sure equipment is secured from theft when not in use and protected from weather. We charge full replacement value for missing, broken, burned or damaged items*

*Damaged Linens, hiboys, runners, overlays, sashes, chair covers and napkins that are considered damaged by Miranda Entertainment's Damage Policy will be charged at full value. You will not be charged for stains that occur under normal usage. However, you will be charged if stains occur from improper usage such as using linen to mop floors. Before packing tablecloths for return, make sure to remove any food, floral or other miscellaneous debris.

DAMAGE PROTECTION FEE: An additional fee of 10% will be applied to each rental order to protect the renter for damages and common wear and tear incurred during normal rental conditions. This fee does not cover lost items and/or damage due to gross negligence.

The 10% Damage Protection fee only applies on rental items not labor and delivery.

DELIVERY: Normal delivery hours are between 8:00am to 6:00pm Monday through Saturday with a 2-4 hour window. Delivery Service is available for an additional charge depending on where the delivery is to be made. Rates quoted for delivered items are based on first floor delivery to your door. Items are delivered a day prior to the event and picked up a day after. If the day after is a Sunday, items will be picked up on a Monday.

*Extra charges may be applied due to high-rise buildings or other labor intensive deliveries. Deliveries that exceed distances of 50 feet, require stairs, elevators, hills, steep inclines, beach set-ups, sand/dirt, holiday and/or Sunday Delivery/Pick Up, pre-hours and/or after-hours delivery/pick-up, exact time arrivals, will be subject to additional charges.

PICK UP: Items ready for pick-up should be sorted and available to our drivers. All china, silver, utensils, etc should be rinsed, food free and repacked in the same containers as delivered. A charge will be assessed for all boxes and crates NOT returned. All breakage, loss and cleaning charges are in addition to rental charges. Linen should be refuse-free and dry to prevent staining and mildew. DO NOT place linens in plastic bags. Tables and chairs must be stacked and ready for pick-up. Wax must be removed from Candelabra. If a Sunday, holiday or after hours pick-up is requested, a service charge will be added.

SAME DAY DELIVERY/PICK UP: Rates for same day delivery and pick up start at a rate of \$95.00 in Chula Vista Area (91910). Anything outside Chula Vista area rate increases

SET-UP/TAKE-DOWN: Equipment set-up and take-down is not included with the delivery prices. If you wish, we will be happy to set-up and/or take-down your equipment at an additional charge. Arrangements must be made in advance and a diagram must be provided.

PROPERTY ACCESS: By Signing this contract and/or giving a Reservation Fee, you give us authorization to access the event property.

CUSTOMER PRICING NOTICE: All prices listed, advertised and quoted have a **3.5%** Cash Discount incentive built into the pricing for cash and store branded gift cards purchases. Any purchase made with credit or debit card will not receive the Cash Discount and a non-cash discount adjustment will be displayed on your receipt.

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

As consideration for permitted to enter premises ("Premises") by San Diego Premier Party Rentals INC, ("the company").

I hereby agree as follows:

1. I represent that, as of the date of my signature below and the time of equipment drop off at the Premises, neither I nor any other guest in my reservation party (together, the "Guests") have been diagnosed with the 2019 novel coronavirus disease ("COVID-19") or, in the last 14 days, experienced any symptoms of COVID-19, including fever, cough, or shortness of breath, or come in contact with any person who has been confirmed or suspected of having COVID-19. If at any time before or during my event on the Premises any of the foregoing statements are not true, I will immediately notify the San Diego Premier Party Rentals and I or the Guest, as applicable, will not enter the Premises.
2. I am aware of the highly contagious nature of COVID-19 and the risk that I may be exposed to or contract COVID-19 by being on the Premises or using its equipment. I understand that such exposure or infection may result in serious illness, personal injury, permanent disability, death, emotional distress or property damage to myself or to third parties.
NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES AND ENGAGING IN THE USE OF ITS EQUIPMENT WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, EMOTIONAL DISTRESS OR PROPERTY DAMAGE, TO MYSELF OR TO THIRD PARTIES, ARISING FROM MY BEING ON THE PREMISES OR USE OF ITS FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE MANAGER OR OTHERWISE.
3. I hereby EXPRESSLY waive, release, and forever discharge any and all liability, claims, damages, actions, demands, lawsuits or CAUSES of action, known or unknown (collectively, "Claims") against San Diego Premier Party Rentals, INC., its affiliates or any of their respective agents, owners, affiliates, employees, managers, members, directors, officers, representatives, attorneys, successors and assigns (collectively, "Releasees") which are related to OR arise out of my being on the Premises OR MY use of any of its equipment and being exposed to, contracting or spreading COVID-19, WHETHER attributable to the negligent act or omission of, OR OTHERWISE. I covenant not to make or bring any Claim against San Diego Premier Party Rentals, INC. or any Releasee and forever release and discharge and all other Releasees from liability under or with respect to any such Claim.
4. I, ON BEHALF OF EACH GUEST, HEREBY EXPRESSLY WAIVE, RELEASE AND FOREVER DISCHARGE ANY CLAIM AGAINST SAN DIEGO PREMIER PARTY RENTALS, INC OR ANY OTHER RELEASEE THAT SUCH GUEST MAY NOW OR IN THE FUTURE HAVE RELATED TO OR ARISING OUT OF SUCH GUEST'S BEING ON THE PREMISES OR USE OF ANY OF ITS FACILITIES AND BEING EXPOSED TO, CONTRACTING OR

SPREADING COVID-19, WHETHER ATTRIBUTABLE TO THE NEGLIGENT ACT OR OMISSION OF THE MANAGER OR OTHERWISE. I represent that I have the authority to give the foregoing waiver and release of Claims on behalf of each Guest and the company is entitled to rely on this representation.

5. If the company prevails in any action or proceeding related to this Release of Liability, Waiver and Assumption of Risk (this "Release") or the company enforcement of its rights hereunder, then the company shall be entitled to its reasonable attorneys' fees in such action or proceeding.
6. This Release and the rental agreement for the equipment (the "Rental Agreement") constitute the sole and entire agreement of the Manager and I with respect to the subject matter contained herein and therein. The terms and conditions of this Release shall apply in addition to, and not in lieu of, the terms and conditions of the Rental Agreement. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on me and my heirs, successors, assigns, personal representatives and estate, and shall inure to the benefit of me, the Manager, each of the Releasees and our respective successors and assigns. Each of the Releasees shall be third party beneficiaries of this Release and entitled to enforce this Release in accordance with its terms. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).