

Tiki Grip and Electric, Inc.

Rental Agreement Terms and Conditions

1. **Indemnity.** Customer agrees to indemnify, defend and hold harmless Tiki Grip and Electric, Inc.. and its owners, officers and employees from and against any and all claims, actions, demands, causes of action, rights, damages of any kind, loss of profit, costs, expenses and compensation whatsoever, including court costs and reasonable attorney fees ("Claims") in any way arising from, or in connection with, the leased vehicles and/or equipment (which vehicles and equipment together are referred to as the "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claims, including the active or passive negligence of Customer, except as the result of the sole negligence or willful misconduct of Tiki Grip and Electric, Inc..
2. **Loss or Damage to Equipment.** Customer is responsible for loss, damage, or destruction of the Equipment, including but not limited to, losses while in transit, while loading or unloading, while at any and all locations (including, but not limited to, hotels), while in storage, while on Customer's premises, and while being used by Customer or Customer's owners, officers, agents, or employees, in any manner whatsoever, including damage or destruction of the Equipment caused by active or passive negligence. If by Agreement, we deliver or pick up rented Equipment to or from Customer, Customer shall be responsible for all loss and/or damages to the Equipment from the time of delivery until the Equipment is physically picked up or returned to Tiki Grip and Electric, Inc.'s facility or other agreed upon return location. Acceptance of the return of the Equipment does not waive claims against Customer for latent or hidden damage to Equipment, or any other Claims. Customer is also responsible for actual and verifiable loss of use of the Equipment during the time the Equipment is being repaired or replaced, as applicable, and any diminution in value of the Equipment. Repairs or replacement shall be of the same kind, type, value and quality, and be satisfactory to, and procured only with the consent of, Tiki Grip and Electric, Inc..
3. **Rental Policies.** The minimum rental period is one calendar day. All prices for rentals are on a per calendar day basis, and are for the designated calendar days only. Weekly rates must be agreed upon in writing prior to commencement of Agreement, and set forth in the Agreement. Unauthorized extension beyond the agreed upon days will be charged at the full daily rate, with a minimum of a one day charge. If rental equipment is returned earlier than the agreed upon rental dates, no credit will be given without twentyfour (24) hours written notice of Customer's intention for an early return. Upon the prior written approval of Tiki Grip and Electric, Inc., Customer may pick up Equipment the day prior to the rental period, depending on availability. Equipment must be returned by 10:00 a.m. the next day following the last rental period, or Customer will incur charges for an additional rental day. Cancellation of the Agreement or any portion thereof within twenty-four (24) hours prior to the first rental day will be charged at fifty (50%) percent of the rental rate for one day. Customer is required to sign the Agreement, the credit/debit card security form, and provide the Certificate of Insurance, and return them to the Tiki Grip and Electric, Inc. office at least forty-eight (48) hours prior to first day of the rental period.
4. **Payment.** Customer must remit the initial deposit, if any, indicated on the Agreement at least forty-eight (48) hours prior to first day of the rental period. Customer agrees to pay the balance of all rental, repairs, insurance damages, taxes and all charges on or before the scheduled date of return of the Equipment or earlier termination of the Agreement. Any amounts due and unpaid within thirty (30) days of the date due shall bear interest of eighteen (18%) per annum. All payments above \$500.00 USD paid with a credit or debit card will be assessed a 4% processing fee. Prior written authorization must be obtained from Tiki Grip and Electric, Inc. for the extension of credit to Customer. If credit is extended, payment in full shall be due within twenty-four (24) hours of invoice to Customer. Any discounts granted by Tiki Grip and Electric, Inc. may be revoked, at the option of Tiki Grip and Electric, Inc. in the event of any untimely payment. Any returned or bounced checks will incur a \$50.00 fee in addition to any banking fees incurred by Tiki Grip and Electric, Inc..
5. **Inspection.** It is the responsibility of Customer to inspect the Equipment at the time of pick-up. Any defects not noted in writing by Customer at such time shall be waived. Tiki Grip and Electric, Inc. will test the Equipment in accordance with reasonable industry standards, to determine that the Equipment is in working order at the time of pick-up. Tiki Grip and Electric, Inc. is not responsible for any liability, claims or expenses arising out of the use or possession of the Equipment by Customer. The Equipment is rented to Customer without warranty or guarantee of any kind on the part of Tiki Grip and Electric, Inc., either implied or expressed, except as required by law.

6. **Normal wear and tear.** If any of the Equipment should become inoperable or unusable during the rental period, Tiki Grip and Electric, Inc. shall solely determine whether such is the result of normal wear and tear. If determined to be a result of normal wear and tear, Customer will be credited the cost of such rental attributable to the items of Equipment which are inoperable or unusable from the date that such items of Equipment are returned to Tiki Grip and Electric, Inc.. If it is determined that the cause is the result of misuse or improper implementation, Customer shall pay the costs of repairs to the items of Equipment, in addition to the rental rate until the repairs are completed.
7. **Property Damage and Loss Insurance.** Customer shall, at Customer's own expense, maintain at all times during the term of the Agreement, all risk perils property insurance (i.e. Equipment Rental Floater or Production Package Policy coverage) ("Property Insurance"), covering the Equipment from all sources, including without limitation: (a) theft by force, (b) theft by fraudulent scheme and/or "voluntary parting", (c) mysterious disappearance, (d) theft from unattended vehicles, and (e) loss of use of the Equipment, from the time the Equipment is picked up by Customer or a shipper at our place of business, or placed upon a common carrier for shipment to Customer, as applicable, until the Equipment is returned to and accepted by Tiki Grip and Electric, Inc.. Policies with locked vehicle warranties, unattended vehicle exclusions, or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Tiki Grip and Electric, Inc. as an additional insured and loss payee with respect to the Equipment at its replacement cost, and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement cost but shall, in no event, be less than \$250,000.00 aggregate, and a maximum of not less than \$80,000.00 for any one piece of equipment. The Property Insurance shall be primary coverage over any insurance maintained by Tiki Grip and Electric, Inc., including umbrella policies. A Certificate of Insurance, including the declarations pages and specific endorsement naming Tiki Grip and Electric, Inc. as an additional insured must be provided to Tiki Grip and Electric, Inc. at least forty-eight (48) hours prior to the first day of the rental period. Coverage shall include hired automobile, physical damage with a limit not less than \$150,000 and include perils of comprehensive and collision for any rented vehicles. Customer hereby agrees that Tiki Grip and Electric, Inc. shall be subrogated to any recovery rights Customer may have for damage to the Equipment. Customers property, automobile and liability coverage shall be the primary coverage for equipment and/or vehicles and said coverage must be issued on a non-contributory basis. Customer's insurance carrier shall agree that the rights of Tiki Grip and Electric, Inc. under customers insurance policy shall not be affected by any unintentional act, neglect and breach of condition by customer, other than non-payment of premium. Customer shall remain primarily liable to Tiki Grip and Electric, Inc. for full performance under the terms and conditions of this Rental Agreement in the event of a dispute with their insurance carrier and for unseen losses. Lapse or cancellation of customers insurance, as required by this agreement, shall allow Tiki Grip and Electric, Inc. to immediately and automatically terminate this agreement, at its option.
8. **Liability Insurance.** Customer shall, at Customer's own expense, maintain commercial general liability insurance ("Liability Insurance") including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Tiki Grip and Electric, Inc. as an additional insured, and provide that said insurance is primary coverage over any insurance maintained by Tiki Grip and Electric, Inc., including umbrella policies. Automobile liability, including non-owned and hired automobiles, shall have a \$1,000,000 combined single limit. Vehicles will be driven only by properly licensed drivers employed by customer. Such insurance shall remain in effect during the full term of the Agreement until the Equipment is returned to, and accepted by, Tiki Grip and Electric, Inc.. The Liability Insurance shall include, without limitation, the following coverages: (a) standard contractual liability, (b) personal injury liability, (c) completed operations, and (d) product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000.00 (including the coverage specified above), and not less than \$1,000,000.00 per occurrence. A Certificate of Insurance, including the declarations pages and specific endorsement naming Tiki Grip and Electric, Inc. as an additional insured must be provided to Tiki Grip and Electric, Inc. at least forty-eight (48) hours prior to the first day of the rental period.
9. **Cancellation of Insurance.** Customer and Customer's insurance company shall provide Tiki Grip and Electric, Inc. with not less than thirty (30) days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Customer pursuant to terms of the Agreement.
10. **Certificates of Insurance.** All Certificates of Insurance shall be signed by an authorized agent or representative of Customer's insurance carrier. If proper Certificates of Insurance are not provided at least forty-eight (48) hours prior to first day of the rental period, and such prevents Customer from obtaining the Equipment, Customer shall be responsible for the full compensation due to Tiki Grip and Electric, Inc. for the full term of the Agreement.
11. **Taxes.** All applicable state and local sales taxes are to be paid by Customer in addition to the rental rates for the Equipment. For tax exempt rentals, Customer must have an original, authorized document provided to, and approved by, Tiki Grip and Electric, Inc. at least forty-eight (48) hours prior to the first day of the rental period.

12. **Operators.** Any and all operators of the Equipment shall be duly experienced, trained and qualified to operate the Equipment. Although Tiki Grip and Electric, Inc. may recommend qualified operators with whom Tiki Grip and Electric, Inc. is familiar, Tiki Grip and Electric, Inc. does not warrant or insure the proper use of the Equipment by such recommended operators. Customer must supply, and is solely responsible for, all operators of the Equipment, and such operators shall be deemed to be an agent/employee of Customer, and acting under Customer's supervision and control for all purposes, and shall be covered as an insured on all of Customer's applicable insurance policies. All generators and electrical distribution systems must be grounded and run in accordance with current National Electrical Code (Article 250) and any other regional or national electrical codes and regulations which govern their use. Generators are not to be used with any lightning producing devices without the prior written approval of Tiki Grip and Electric, Inc..
13. **Compliance with Law and Regulations.** Customer agrees to comply with the laws of all states in which the Equipment is transported and/or used, as well as all federal and local laws, regulations and ordinances pertaining to the transportation and use of the Equipment. Customer shall at all times: (a) display all necessary and proper permits, (b) obtain all necessary permits, and (c) keep all required logs and records. Customer shall indemnify and hold Tiki Grip and Electric, Inc. harmless from and against any and all fines, levies, penalties, taxes and seizures by any government authority in connection with Customer's possession or use of the Equipment including, without limitation, the full replacement cost of the Equipment in the event of seizure or impound, including reasonable costs and attorney's fees incurred by Tiki Grip and Electric, Inc..
14. **Valuation of Loss/Limited Liability.** Unless otherwise agreed in writing, Customer shall be responsible to Tiki Grip and Electric, Inc. for the replacement cost or repair cost (including, but not limited to shipping) of the Equipment. If the Equipment can be repaired, it must be repaired to its pre-loss condition. In the event of theft, Customer must promptly file a police report, and provide a copy to Tiki Grip and Electric, Inc.. Loss of use shall be calculated at the rental rate provided for in the Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which Tiki Grip and Electric, Inc. is responsible, Tiki Grip and Electric, Inc.'s liability shall be limited to the loss of use based upon the rental rates provided in the Agreement, and Tiki Grip and Electric, Inc. shall in no event be responsible for any consequential, special or incidental charges.
15. **Bailment.** The Agreement constitutes an Agreement or bailment of the Equipment, and is not a sale or the creation of a security interest. Customer will not have, or at any time acquire, any right, title or interest In the Equipment, except the right to possession and use as provided for in the Agreement. Tiki Grip and Electric, Inc. will, at all times, be the sole owner of the Equipment.
16. **Inspection.** At all times during the term of the Agreement, Tiki Grip and Electric, Inc. may inspect the Equipment, and enter any premises where the Equipment is being stored and/or used without being deemed liable for trespass. If it is determined by Tiki Grip and Electric, Inc. in its sole discretion that the Equipment is being misused or abused, or should Customer at any time be in default of the Agreement, Tiki Grip and Electric, Inc. has the right to repossess the Equipment or any items of the Equipment at any time during the term of the Agreement.
17. **Foreign Rentals.** Customer may not remove, nor permit removal, of the Equipment from the United States without the prior written consent of Tiki Grip and Electric, Inc.. Upon request by Tiki Grip and Electric, Inc., Customer will inform Tiki Grip and Electric, Inc. of the exact location of the Equipment at all times during the term of the Agreement.
18. **Sublease.** Customer may not sublease or assign the Equipment to any third party or entity. Customer shall, at all times during the term of the Agreement, retain custody and control of Equipment, and use of the Equipment solely under Customer's supervision.
19. **Condition of Equipment.** Customer assumes all obligations and liability with respect to the use, condition and storage of the Equipment during the term of the Agreement except as otherwise provided for herein. Customer will, at Customer's own expense, maintain the Equipment in good mechanical working condition and running order. The rent on the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which Customer is responsible. Tiki Grip and Electric, Inc. will not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Equipment, except as otherwise specially agreed upon in writing by Tiki Grip and Electric, Inc.. All installations, replacements and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment, and will be owned by Tiki Grip and Electric, Inc..

20. **Expenses.** Customer will be solely responsible for all expenses, including but not limited to, fuel, lubrication, tolls, towing, parking fees, parking violations, moving violations (red light camera) and all other charges in the connection with the operation of the Equipment.
21. **Accident Reports.** If the Equipment is damaged, lost, stolen or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance or possession, Customer will notify Tiki Grip and Electric, Inc. immediately of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. Customer, Customer's employees and agents will cooperate fully and truthfully with Tiki Grip and Electric, Inc., law enforcement, and all insurers providing insurance on the Equipment, and in the investigation and defense of any claims. Customer will promptly deliver to Tiki Grip and Electric, Inc. any documents served or delivered to Customer, Customer's employee and/or agents in connection with any claim or proceeding at law or in equity begun or threatened against Customer and/or Tiki Grip and Electric, Inc..
22. **Default.** If Customer fails to timely remit fees payable hereunder, or Customer otherwise materially breaches the Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of a Default, and in addition to any other rights and remedies available at law or in equity, Tiki Grip and Electric, Inc. shall have the right to terminate the Agreement, and cease performance hereunder. Customer further agrees that the continuation of performance by Tiki Grip and Electric, Inc. following a Default shall not: (a) constitute a waiver or operate as any form of estoppel with respect to such Default, or (b) restrict an assertion of a Default and the right of Tiki Grip and Electric, Inc. to cease such performance at any time so long as such Default has not been cured.
23. **Return.** At or prior to the termination of the rental period, Customer will return all Equipment to Tiki Grip and Electric, Inc. free from all damage, and in the same working condition and appearance as when received by Customer. Burned out bulbs must be returned in order for credit. Broken or unreturned bulbs will be charged at replacement price without deduction for depreciation.
24. **Additional Equipment.** Upon agreement of Customer and Tiki Grip and Electric, Inc., additional Equipment may be added to the Agreement. Such shall be reflected in a written amendment describing the additional Equipment rented, the rental rate, and other fees associated with the additional Equipment rental signed by Customer and Tiki Grip and Electric, Inc.. The Agreement may not be amended, modified or altered in any manner except in writing signed by both parties.
25. **Entire Agreement.** The Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitutes the entire agreement between the parties. No agreements, representations or warranties other than those specifically set forth in the Agreement, or in any attached schedules, will be binding upon Customer or Tiki Grip and Electric, Inc..
26. **Applicable Law.** The Agreement will be deemed to be executed and delivered in Maitland, Florida and governed by the laws of the State of Florida. Exclusive jurisdiction of any controversy or claim arising out of or related to the Agreement shall be in the state courts of the Ninth Judicial Circuit Court, State of Florida. The prevailing party shall be entitled to recover from the nonprevailing party reasonable attorney's fees, paralegal's fees, expert fees, and court costs at the trial and appellate levels.
27. **Severability.** If any provision of the Agreement or the application of its provisions to any party or circumstances is held invalid or unenforceable, the remainder of the Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
28. **Electronically Transmitted Signatures.** The Agreement may be executed in counterparts, and by electronically transmitted signatures.

ALL 5 PAGES OF THIS RENTAL AGREEMENT ARE ACKNOWLEDGED AND AGREED TO BY AUTHORIZED REPRESENTATIVES: The undersigned represent and warrant that they are authorized on behalf of the Customer and Tiki Grip and Electric, Inc., to execute this Agreement, and to bind Customer and Tiki Grip and Electric, Inc. to the terms of this Agreement including the Rental Agreement Terms and Conditions set forth below and on the reverse side which are incorporated herein.

Customer Entity Name and State:

Tiki Grip and Electric, Inc.
A Florida Corporation

Authorized Officer Signature

Print Name:

Martin Everett
President and Owner
tikigrip@gmail.com

Title: _____

Date: _____

Email: _____

Phone: _____