

TERMS AND CONDITIONS

Rentee agrees to be bound by the Terms and Conditions of this RENTAL AGREEMENT ("Rental"), whether or not Rentee has read them. Renter may at its sole discretion modify these Terms and Conditions at any time, and any modifications shall become effective immediately as posted on this site. In consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Term

Shipped Items For items shipped to the Rentee, the term of this Rental shall commence on the day of the first attempt by the parcel carrier to deliver the item, and expires on the last day of the rental, generally the first business day after the event. It is the Rentee's responsibility to ensure the items are appropriately packaged and return shipped to the Renter using the provided shipping label. The equipment must be return shipped to Ultrapom LLC by the end of the business day, as defined by regular business hours (Monday through Friday, 9 AM to 5 PM), on the first business day after the event.

Delivered Items For items delivered to the Rentee, the term of this Rental shall commence on the day the items are delivered to the delivery address, and expires on the day the items are picked up by the Renter.

Picked Up Items For items picked up by the Rentee, the term of this Rental shall commence on the day the items are picked up from Ultrapom LLC's business location, and expires on the last day of the rental. It is the Rentee's responsibility to ensure the items are appropriately packaged and returned to Ultrapom LLC's business location by the end of the business day, as defined by regular business hours (Monday through Friday, 9 AM to 5 PM), on the first business day after the last day of the rental.

Shipping

The Rentee is responsible for the entire cost of the Rental once items have been shipped.

Ultrapom LLC is responsible for shipping the equipment in a timely manner, but is not responsible for any delays caused once the equipment has been handed over to the external shipping company. Renter cannot guarantee when an order will arrive. Any shipping or transit times estimated by Ultrapom LLC or other parties is only an estimate.

The shipping address to which the Renter will arrange to have equipment shipped will be the delivery address provided by the Rentee on the order form. The Rentee will notify Ultrapom LLC of any address changes 24 hours prior to the shipping date. Where the Rentee provides a delivery address that is different from their billing address, the Rentee retains responsibility for proper use and return of the equipment as well as any damage or loss.

Use

All rental charges or for the term of the rental period, whether or not the equipment is used.

The Rentee will use the equipment in a careful and proper manner, and will comply



with any and all national, state, municipal, police and other laws, ordinances and regulations relating to any possession, use or maintenance of equipment.

Deposit

To reserve the equipment for the requested date, Ultrapom LLC must receive the Order and non-refundable deposit of 20% of the total rental cost that will be charged to the Rentee's credit card. The deposit will be attributed to the total cost of the rental.

Billing

All charges will be made using the credit card number provided as part of the Order Confirmation. No charges will be made until Ultrapom LLC has received the Order Confirmation and Terms and Conditions, both signed by the Rentee.

All rental charges are due 3 weeks (21 days) prior to the event date. The Rentee's credit card will be charged for the remaining rental amount 21 days prior to the event date 22 days prior if the event is on a Saturday, and 24 days prior if the event is on a Sunday. If the order is placed within 3 weeks of the event date, all rental charges are due at time the order is placed.

All credit card information will be destroyed once the items have been returned and all charges have been made.

Changes

Changes can be made to a rental order up to 3 weeks (21 days) prior to the event date. Changes made within 3 weeks of the event date will incur a change fee of 20% of the original order amount.

Cancellations

If the Rentee cancels the order more than three weeks before the event, the Rentee forfeits the deposit. No further charges will be made.

If the Rentee cancels the order less than three weeks before the event, once the full rental amount has been charged, the Rentee forfeits the deposit and Ultrapom LLC will refund 70% of all rental charges.

If the Rentee cancels the order less than one week before the event, the Rentee forfeits the deposit and Ultrapom LLC will refund 50% of all rental charges.

No cancellations or changes are allowed on Next Day Air, 2-Day Air or orders that have already shipped.

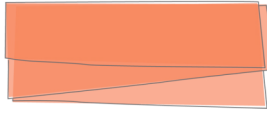
Lost, Damaged, or Unreturned Equipment

The Rentee assumes all responsibility to loss and damage to the equipment from any cause.

A replacement or service charge will be charged to the Rentee's credit card if the equipment is not returned or is returned damaged. If the Rentee does not provide a credit card number, a refundable Security Deposit of at least \$100 will be required. The Rentee agrees to pay any additional costs incurred to repair or replace the equipment.

Late Fees

Shipped Equipment is considered lost or unreturned if the Rentee does not ship the



equipment within two business days after the end of the rental term. If the equipment is returned within 10 days of the end of the rental term, a late fee of 10% of the total rental cost per day late will be charged to the Rentee's credit card. After 10 days, the equipment is considered lost and the Rentee agrees to pay all replacement costs.

Picked Up Equipment is considered lost or unreturned if the Rentee does not return the equipment within two business days after the end of the rental term. If the equipment is returned within 10 days of the end of the rental term, a late fee of 10% of the total rental cost per day late will be charged to the Rentee's credit card. After 10 days, equipment is considered lost and the Rentee agrees to pay all replacement costs.

Limitation of Liability

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Clicking the box indicating that you 'read and agreed to our policies' is considered to be your electronic signature.