

## LEGAL AGREEMENT | Last updated: August 1, 2019

### AS USED HEREIN:

1. "Us", "We", or "Our" means KateringDepot
2. "Client", "Renter" means the person identified in the applicable order ("Order"), its agents and/or employees, and includes the person or entity for whom the services are being provided, even if the identified client is an agent for such other person.
3. By accepting any order ("Order"), which acceptance may be verbal or written, client agrees to the following terms and conditions, which shall apply except as otherwise specifically indicated on any order.

**RENTAL TERMS:** All rental items shall remain our property. No operators are furnished with the rental items. The rental period commences on the "pickup/delivery" date and ends on the "return/collection" date shown on the order. If client makes greater use of the rented items than agreed upon, or does not return the rented items by the "return/collection" date shown on the order, additional fees may/will be charged. Orders finalized less than 24 hours of the enquiry may be subject to increased pricing.

**SECURITY DEPOSIT:** A security deposit may be required. The security deposit is fully refundable if all items are returned in the same condition as delivered, reasonable wear and tear accepted. Damaged or loss of items will result in reduction or forfeit of the security deposit in an amount of up to the replacement cost of the damaged or lost rental items.

**PAYMENTS:** All payments are to be made by cash on delivery or payment before delivery. An official quotation, invoice and/or receipt will be provided.

**CANCELLATIONS:** Cancellation on orders prior to the pickup/delivery date, client agrees to forfeit all booking deposits (except security deposits), and no additional charges will be imposed. Cancellation on orders which have been either loaded for delivery, in-transit for delivery, and/or already unloaded at the delivery location, client agrees to forfeit all booking deposits (except security deposits), and an additional service charge fee of 10% of the total invoice amount will be charged.

**DELIVERY /COLLECTIONS:** Delivery/Collection service is available for an additional charge. Client agrees to provide a secure storage location and client accepts all risk

including damage to and liability relative to rental items for a reasonable period of time until the rental items are collected by us.

**PICKUP /RETURNS:** Client agrees to return all rented items to us by the agreed return date ("return date" on order) or be responsible for all collection charges and/or late return fees.

**LOSS /DAMAGE:** Client shall be responsible for any losses or theft of rental items, and all damage to rental items beyond ordinary wear and tear, while in the possession or control of client. Client will pay for all rental items lost or damaged in an amount equal to the replacement cost of the rental items. As indicated in an order, a security/damage deposit may be required. The security/damage deposit is fully refundable if/when all items are returned in the same condition as delivered, reasonable wear and tear is accepted.

**NO WARRANTY:** Damage to Non-Rental Items – We have no responsibility to move any non-rental items. If, as a courtesy, we agreed to move any non-rental Items, such activity is at client's sole risk. We shall not be liable for any damage arising therefrom. Provided we took reasonable care to protect such surfaces, we shall not be responsible for any damage to pool decks, flooring, grass, tracks or other surfaces on which client requests us and/or our staff to drive, walk, install and/or unload any/all of the rental Items.

**INJURY /DAMAGE:** Client will take all necessary precautions regarding the rental items, and protect all persons and property from injury or damage while in possession or control of the rental items. Client agrees to indemnify, defend and hold us harmless from and against any and all liability, claims, judgments, attorney's fees and costs, including, but not limited to, injuries or death to persons and damage to property, occurring while the rental items are in the possession or control of client, arising out of the use, maintenance, operation, possession, or rental of the items, however caused, except arising through the sole gross negligence or willful misconduct by us.

**ASSUMPTION OF RISK:** Client is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the rental items and voluntarily assumes all of the above risks. Client agrees to release and discharge us from any and all responsibility or liability from such injury or damage against us which client otherwise may be entitled to assert, except to injury or damage arising through the sole gross negligence or willful misconduct by us.

**PERMITS /LICENSES:** Client is responsible for obtaining all necessary permits and/or licenses which may be required to perform deliveries and collections.

**LEGAL FEE'S:** The prevailing party in any dispute under this agreement shall be entitled to recover its attorney's fees and costs in such action or proceeding