



ADDENDUM – TABLES AND CHAIRS

I, _____, representing _____
(Print Name) (Name of Customer / Lessee on Rental Agreement)

have rented one or more Table(s) and/or Chair(s) (a/k/a: "Rented Item(s)") from Total Rental Center of Moss Bluff, Inc., d/b/a "Grand True Value Rental" and "Party Plus Lake Charles" (hereinafter referred to as "TRC"), under the terms of the Rental Agreement identified below or on Page 2 of this Addendum (the "Rental Agreement").

I am aware that the use of such Rented Item(s) poses certain risks, including without limitation, overturning and collapsing (collectively, "Risks"), particularly if such Rented Item(s) is/are overloaded and/or used other than in accordance with "Instructions" (including without limitation, the instructions and warnings provided by the manufacturer(s) of such Rented Item(s)) identified in the Rental Agreement.

Accordingly, I, the person signing this Addendum on Page 2 (the "Undersigned"), acknowledge and agree as follows with respect to all such Rented Item(s) (and with respect to any and all of my future rentals from TRC, I will ensure the following):

- (1) That I am (and that, prior to being permitted to use or otherwise deal with any of such Rented Item(s) each user and potential user of such Rented Item(s) is made), aware of the capacity and load limit(s) applicable to such Rented Item(s);
- (2) That I have been made fully aware of all of the potential hazards associated with using, misusing, overloading and/or otherwise improperly using or dealing with such Rented Item(s) (and each of them);
- (3) That I have: (a) received, carefully reviewed, and fully understand all instructions and warnings (including without limitation, all load and capacity limitations) applicable to the Rented Item(s) (and each of them) (collectively, "Instructions and Warnings"); (b) selected (voluntarily and based on my own independently established criteria) each of the Rented Item(s), having deemed the same appropriate for my intended use, operation and environment; and (c) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions I had regarding the same.
- (4) That I have elected to accept or decline such Rented Item(s) with full knowledge of the potential hazards associated with using, misusing, overloading and otherwise dealing with such Rented Item(s), as well as the hazards associated with failing to ensure that all other users and occupants of such Rented Item(s) are fully apprised of such hazards; and
- (5) That I have personally inspected, examined, tested and approved for all intended uses and users each Rented Item prior to attempting to use it/them or making any Rented Item(s) available for use by any other party.

I, the Undersigned, further agree to comply fully and at all times with (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings, and (b) the Safety Rules appearing on Page 2; and I understand that:

THE RENTED ITEM(S) CAN BE DANGEROUS, PARTICULARLY IF MISUSED, OVERTURNED OR OVERLOADED

TABLE LOAD / CAPACITY LIMIT: 400 lbs. (Per Table) _____
Initials

CHAIR LOAD / CAPACITY LIMIT: 250 lbs. (Per Chair) _____
Initials

NO WARRANTIES: TRC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS ADDENDUM, ALL OF WHICH ARE PROVIDED "AS-IS". TRC MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY AND FREEDOM FROM DEFECTS, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY SUCH ITEM(S), NOR DOES TRC MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT WITH INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH YOU HEREBY WAIVE. THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.

ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS UNDER EACH RENTAL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I, FOR MYSELF AND FOR THE CUSTOMER (OR "LESSEE") IDENTIFIED IN THE RENTAL AGREEMENT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TOTAL RENTAL CENTER OF MOSS BLUFF, INC., ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH ANY ONE OR MORE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE, OVERTURNING, OVERLOADING, COLLAPSE, TRANSPORTATION, MOVEMENT, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), AND/OR ANY REFUSAL AND/OR ANY FAILURE BY MYSELF OR ANY PERSON(S) I PERMIT TO USE, OCCUPY AND/OR OTHERWISE DEAL WITH ANY ONE OR MORE OF SUCH RENTED ITEM(S) TO FULLY AND TIMELY COMPLY WITH ANY ONE OR MORE OF THE TERMS OF THIS ADDENDUM AND/OR THE INSTRUCTIONS REFERENCED HEREIN.

This Addendum, including the Safety Rules appearing on Page 2 hereof, supplements the Rental Agreement identified below and each other rental agreement entered into between TRC and the Undersigned (or any entity represented or controlled by, controlling or under common control with the Undersigned, and/or its/their respective affiliates) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such agreement(s), at law or in equity. Neither this Addendum nor the Rental Agreement may be otherwise modified, unless authorized in writing by TRC. The Undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original for all purposes with respect to the Rented Item(s) identified in the Rental Agreement and with respect to all other Item(s) obtained by the Undersigned and/or by any entity represented by the Undersigned from TRC at any time.



ADDENDUM – TABLES AND CHAIRS

SAFETY RULES

Following is a summary of some common-sense rules designed to promote safety in the use of the Rented Item(s). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any safety requirements, instructions or warnings provided by the manufacturer(s) of the Rented Item(s) and/or required by applicable law(s), rule(s), regulation(s), standard(s) and/or code(s) (to which you are directed for further information):

1. **CAREFULLY INSPECT ALL RENTED ITEMS REGULARLY AND BEFORE EACH USE:** Never use any Rented Item(s) that is/are out of balance, malfunctioning, worn, bent, rusted, corroded, defective, damaged or deteriorated in any way;
2. **NOTIFY EACH PROSPECTIVE USER/OCCUPANT OF THE RENTED ITEM(S) OF ITS/THEIR CAPACITY / LOAD LIMITS;**
3. **NEVER EXCEED, OR PERMIT ANYONE ELSE TO EXCEED, THE CAPACITY / LOAD LIMITS SET FORTH ON PAGE 1;**
4. **USE THE RENTED ITEM(S) ONLY IN FULL COMPLIANCE WITH THE INSTRUCTIONS (INCLUDING ALL MANUFACTURERS' INSTRUCTIONS AND WARNINGS) AND ONLY ON CLEAN, FLAT AND DRY SURFACES (Non-compliant uses pose additional risks, including pinching, overturning and collapsing);**
5. **PROHIBIT ANY AND ALL USE(S) AND POTENTIAL USE(S) OF THE RENTED ITEM(S) WHICH MAY POSE UNNECESSARY RISKS OF INJURY OR PROPERTY DAMAGE, VIOLATE ANY INSTRUCTIONS AND/OR WARNINGS PROVIDED BY THE MANUFACTURER(S) OF SUCH ITEM(S) AND/OR EXCEED ITS/THEIR CAPACITY/LOAD LIMITS, AND ENSURE COMPLIANCE WITH EACH OF THE FOREGOING REQUIREMENTS BY ALL USERS AND OCCUPANTS OF SUCH RENTED ITEM(S) AT ALL TIMES;**
6. **DO NOT PERMIT ANY USE(S) OF THE RENTED ITEM(S) OTHER THAN THE MANUFACTURER(S)' INTENDED USE(S):** For example, never allow anyone to stand on, sit sideways in, or tilt back or to the side on fewer than all installed legs on any Rented Item(s), to use any Rented Item(s) as doorstops/blocks, as flotation devices, in self-defense or as weapons, for the purpose of lifting, moving, bracing or balancing other persons or objects, for sleeping, or for any purpose other than as directed by the applicable manufacturer(s), with all installed legs placed flat on the ground surface;
7. **SECURE AND PROTECT THE RENTED ITEM(S) WHEN NOT IN USE AND/OR IN THE EVENT OF SEVERE WEATHER:** Important: The Rented Item(s) may pose additional dangers, such as collapsing, overturning and/or becoming projectiles, if exposed to high winds or other severe weather events;
8. **CAREFULLY INSTALL ANY AND ALL ACCESSORIES (including without limitation, protective caps on leg ends in order to avoid damaging interior and/or exterior surfaces, including without limitation, floors, stages, ground surfaces, concrete and asphalt), in accordance with the manufacturers' recommended procedures;**
9. **DO NOT ATTEMPT TO MODIFY, ALTER, DISMANTLE, CIRCUMVENT, OBSTRUCT, IGNORE OR REPAIR ANY RENTED ITEM(S), SAFETY DEVICES, SAFETY WARNINGS, OR INSTRUCTIONS;**
10. **IF ANY RENTED ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, IMMEDIATELY:** (A) CEASE USING SUCH RENTED ITEM; (B) TAKE REASONABLE STEPS TO ENSURE NO ONE ELSE ATTEMPTS TO USE IT; AND (C) NOTIFY TRC;
11. **ENSURE THAT ALL CHILDREN IN, ON OR NEAR THE RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES:** Never permit children to play, lie, stand, crawl, or (except only as expressly permitted under the terms of the instructions and warnings provided by the applicable manufacturer(s)) sit, on or under any Rented Item(s);
12. **DO NOT INTERMIX PARTS FROM DIFFERENT MANUFACTURERS; AND**
13. **KEEP ALL RENTED ITEMS CLEAN AND IN GOOD CONDITION AND REPAIR:** Never use or permit the use of any Rented Item(s) that is/are damaged, degraded, rusted, corroded or otherwise in any way potentially unstable, structurally unsound or compromised.

Initials:

The party signing this Addendum below agrees to comply with the foregoing rules at all times, and to ensure that, at all times hereafter, all persons who use, occupy or otherwise deal with any Rented Item(s): (a) are made aware of all requirements of this Addendum, including the foregoing Safety Rules; and (b) fully comply with the same at all times.

Acknowledged and agreed as to Pages 1 and 2 hereof by the Undersigned to be effective as of the effective date of the Rental Agreement.

Rental Agreement: _____
Date or Number

Signature: _____
Customer / Lessee