

TERMS OF LEASE (1) It is agreed that damage to this leased property due to storms, tornadoes, rain, fire caused by lightning, or other disturbances of nature will be borne in full by Traube Tent Company, when notified within five days of such occurrence by the Lessee or his agents. In the event the leased property should be damaged to the extent it is unsafe lessee shall immediately cause humans, livestock and property to be removed thereof in the interest of safety. In the event the leased property is blown down or damaged in any manner, the rent shall be due and payable. (2) Traube Tent Company shall not be responsible for conditions brought about by the Acts of God, disturbances of nature, boycotts, labor troubles, contingencies of transportation, civil commotions or other conditions beyond its control. (3) Traube Tent Company shall not be required to install equipment anytime when rains, winds, etc. make the work unsafe for Traube Tent Company employees and/or this leased equipment; nor shall Traube Tent Company be required to install tents in an area it regards as too muddy, dirty, unsafe, or unsuited for the installation, and Traube Tent Company shall be the sole judge thereof. (4) All tents are subject to stretching and retraction up to about 10% of listed sizes and though all tents have been treated with waterproofing compound, no tents are guaranteed absolutely waterproof. (5) To procure necessary clearance during high winds, lessee shall not: (a) place anything within two feet of the top of the tent or within one foot of the sides; (b) attach fences, wires, boards, etc. to the side poles of the tents that would interfere with the adjusting and tightening of tents (c) attach any electric wires, except to center and/or quarter poles of tents, and then only with tape or cord, and without using nails, screws or bolts. (6) From the time Traube Tent Company workmen leave after installation until they return for removal of the equipment, Lessee agrees to maintain the rented equipment in good condition, keeping all ropes tied and tight, all poles in place and sidewall snapped onto the tent (it may be folded up or folded back) and not lying on the ground. (7) Securing of government permits, if any, are the responsibility of Lessee, and shall, where necessary, be secured in advance of installer's arrival. Lessee shall designate location of each tent, immediately after Traube Tent Company employees arrive for the purpose of installing tents. Lessee shall reimburse Traube Tent Company for all costs incurred to Traube Tent Company due to delay in securing permits, delays in designating location for installation, changing location or moving any tents after partial or complete installation. (8) Lessee shall indemnify and hold harmless Traube Tent Company against any loss, liability, damage to persons, things, expenses, livestock, merchandise or other items which it may incur by reason of any claim made by third parties while in, near or about said tents regardless of the cause thereof. Traube Tent Company shall not be responsible for damage to underground structures. (9) If the leased property is retained longer than the listed dates, Lessee shall pay the rate listed on Traube Tent Company standard prices for each additional day. If Traube Tent Company shall be requested to make extra trip(s) for additional equipment not originally ordered, Lessee shall pay a reasonable rate for labor and mileage of men/trucks involved. (10) Should Traube Tent Company be unable to furnish any of the listed tents, in the exact sizes, they shall notify Lessee in advance and furnish tent(s) of equal number of square feet or larger; but if larger, at no increase in price. (11) No cancellation after 30 days before installation date. (12) Lessee agrees not to sell, pledge, loan, or part with the possession of the leased property, or mortgage the same, and to suffer no claims or encumbrances or liens to be made thereon. (13) Lessee agrees no to prevent the Lessor, or his agents, at any time, to enter the leased premises or the premises of the Lessee upon which the leased property is located, for the purpose of inspecting the leased property and its manner of use. (14) In the event of a breach by the Lessee of any of its agreements herein contained, or if during the term of this agreement, or any extension thereof, bankruptcy or insolvency proceeding are commenced by or against the Lessee, or if receivers are appointed to take possession of the business of the Lessee or if the Lessee discontinues business all unpaid amounts to the end of the Lease agreement or any extension of it shall, without notice or demand by Traube Tent Company may enter the premises, forcibly if necessary, and take possession of and remove the leased property and thereby terminate all rights and interest of the Lessee therein. (15) Lessee shall not sublet the equipment or assign this lease or any rights hereunder without first receiving the express written consent of Traube Tent Company. (16) Lessee agrees to pay all reasonable costs, attorneys' fees, collection fees and expenses made and incurred by Traube Tent Company in enforcing the agreements and covenants of Lessee under this lease agreement. (17) Traube Tent Company reserves the right to use photographs of the contracted job for marketing and advertising purposes. We have read the above and agree to the terms thereof.

Signature \_\_\_\_\_ Date \_\_\_\_\_