

PARTIES ARE US INC. /H & H ENTERPRISES TERM AND CONDITIONS (RENTAL)

This contract is made and entered into on December 30, 2004 by and between Greg Harkins, and PARTIES ARE US INC. /H & H ENTERPRISES, and is mutually agreed that the contract shall be subject to the information on the front of this contract. I Greg Harkins, Hereby engages, and PARTIES ARE US INC. /H & H ENTERPRISES hereby agrees to furnish the items herein described upon the terms and conditions set forth herein.

DEPOSIT AND CANCELLATION CHARGES

An event is considered booked even if PARTIES ARE US INC. /H & H ENTERPRISES have not received a signed contract and the deposit of \$0.00 listed on the front. This fee is due along with the signed contract. This fee will be applied to the total amount due of \$0.68 and will reduce your total by that amount. Should the event be cancelled, this fee is non-refundable. It can however be applied toward another event that is booked with PARTIES ARE US INC. /H & H ENTERPRISES. This must be used no later than 3 (three) months after the original scheduled event. PARTIES ARE US INC. /H & H ENTERPRISES will hold a date for a fee of \$100.00 and this fee will be applied to the total amount due and will reduce your total by that amount. THIS FEE IS NON-REFUNDABLE AND IS NON-TRANSFERABLE should you decide not to have the event. PARTIES ARE US INC. /H & H ENTERPRISES cancellation policy is made to make it easy on everyone. We require a 2-week cancellation on all events. Weather related cancellations do not require a 2 weeks notice, but PARTIES ARE US INC./H & H ENTERPRISES will determine if weather plays a factor in the event cancellation. If it does not, then the event will continue as planned. Any payments made on an event that is cancelled due to weather will also remain with PARTIES ARE US INC./H & H ENTERPRISES for 3 (three) months to be used for a rescheduled event. After the 3 (three) month period passes, the money will be considered property of PARTIES ARE US INC. /H & H ENTERPRISES. If you fail to cancel, you will be required to pay the full rental rate with no discounts given. If your event was a commission split event, it will be converted to a rental event and the full rental rate will be due with no discounts given.

PAYMENT

Terms on all rentals are DUE AT TIME OF RENTAL, unless otherwise stated in a written agreement prior to the purchase or rental of said items you will owe \$0.68 less any payments made. Any change in terms will appear on the face of this document as provided by PARTIES ARE US INC. /H & H ENTERPRISES. Should the event, company, organization, etc. fail to pay this bill, I Greg Harkins agree to be personally responsible for the debt due to PARTIES ARE US INC. /H & H ENTERPRISES.

SERVICE CHARGES

A service charge of one and one half (1.5%) per month, or the maximum lawful rate, whichever is lower, on the unpaid balance until paid will be assessed monthly on past due accounts and a late payment fee of \$25.00 per month will be added to all unpaid accounts regardless of the amount of the unpaid balance and Customer hereby agrees to pay all such service charges assessed.

TAXES

Customer shall pay the amount of any sales, use, compensating, intangibles, gross income or the like tax, or similar charges levied by any government authority in connection with this order.

REFUND POLICY

A receipt must accompany all returns. Refunds will be given in full for items purchased for up to 10 days from the date of purchase. Items returned without a receipt, or after the 10 days, will be given store credit. Items returned after 30 days will be given store credit less a 25% restocking fee.

COMMISSION SPLIT EVENTS WITH GUARANTEE

It is understood that the event split will be what is listed on the face of this invoice/confirmation with the larger percentage going to PARTIES ARE US INC. /H & H ENTERPRISES and the smaller percentage going to the event. The guarantee relates to the minimum that PARTIES ARE US INC. /H & H ENTERPRISES must have regardless of the total split that is made. (Example: On a 70/30 split event 1000.00 gross would be 700.00 to PARTIES ARE US INC. /H & H ENTERPRISES and 300.00 to the event. On a 70/30 split and a guarantee being 350.00 and the total gross is 500.00 that would be 350.00 to PARTIES ARE US INC. /H & H ENTERPRISES and 150.00 to the event. This would satisfy the guarantee needed. On a 70/30 split and a guarantee being 350.00 and the total gross is 400.00 that would be 280.00 to PARTIES ARE US INC. /H & H ENTERPRISES and 120.00 to the event. Since the guarantee was not made, the event will have to pay PARTIES ARE US INC. /H & H ENTERPRISES 70.00 to make up the difference.) The event can also rent the equipment at the rental rate instead of doing the commission split. This decision must be made at the time of booking and if changed, must be done 2 weeks prior to the event. If you need any further information regarding the commission split terms, please call our office.

RETURNED CHECKS

A returned check fee of \$30.00 will be applied to any and all checks returned from a customer. The customer will be turned over to the authorities if they fail to make good on the debt within 10 days.

HELIUM TANK RENTALS

RELEASE AND ASSUMPTION OF RISK. The undersigned is buying or renting specialty gases from PARTIES ARE US INC. /H & H ENTERPRISES that they will move by car. PARTIES ARE US INC. /H & H ENTERPRISES have told the Customer listed on reverse side that: Putting gas cylinders in cars or vans can be dangerous and should be avoided. Gas cylinders must never be moved in closed spaces such as car trunks. IT IS EXTREMELY DANGEROUS AND COULD CAUSE EXPLOSION OR FIRE. Gas cylinders should be moved in an upright, fixed position with windows open for ventilation. If cylinders are moved lying down, they must be fastened so that they cannot move, with windows open for ventilation. It would be safer to wait and move the cylinder by open truck. The undersigned still wants to carry the gas cylinder by car or van now. Therefore, the undersigned: ASSUMES THE RISK, of bodily injury to the undersigned or others in the car or van, or of loss or damage to the vehicle or other property, and RELEASES PARTIES ARE US INC. /H & H ENTERPRISES and its employees, officers and directors from any liability for bodily injury or loss or damage to any property resulting from their transporting any gas cylinder by car or van.

EQUIPMENT RENTALS

Customer acknowledges receipt of the described personal property. The parties agree that the property was inspected by PARTIES ARE US INC. /H & H ENTERPRISES and personally examined by Customer at the time of delivery to and acceptance by Customer and that the property was in good and serviceable condition. Title to the rented property is and at all times shall remain PARTIES ARE US INC. /H & H ENTERPRISES. Customer agrees that PARTIES ARE US INC. /H & H ENTERPRISES are neither the manufacturer of said property nor an agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given. Customer agrees that in the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly return it to PARTIES ARE US INC. /H & H ENTERPRISES. Upon receiving such property, if its condition is not the fault of the Customer, PARTIES ARE US INC. /H & H ENTERPRISES agrees to replace such property with property of like kind and in good working condition. Upon termination of this agreement, Customer will promptly surrender the rented property and all attachments and parts belonging thereto, to PARTIES ARE US INC./H & H ENTERPRISES, at the same location(s) the equipment was delivered, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damages to or loss of such property or its attachments or parts at current replacement cost, while in the possession or control of Customer hereunder. PARTIES ARE US INC. /H & H ENTERPRISES shall not be liable in any event to Customer for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof. Customer agrees to indemnify and save harmless PARTIES ARE US INC. /H & H ENTERPRISES against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Customer. Customer will give PARTIES ARE US INC. /H & H ENTERPRISES immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify PARTIES ARE US INC. /H & H ENTERPRISES against all loss and damages caused by any such action, including PARTIES ARE US INC. /H & H ENTERPRISES reasonable attorney's fees and expenses. Customer will not retain the leased property beyond the "Rental Time" without prior notice to and the consent of PARTIES ARE US INC. /H & H ENTERPRISES thereto. Customer will pay rental price in advance or immediately upon return of property. PARTIES ARE US INC. /H & H ENTERPRISES, at their discretion may report property stolen if held (5) days beyond "Rental Date". PARTIES ARE US INC. /H & H ENTERPRISES will not refund any item out longer than (30) minutes. PARTIES ARE US INC. /H & H ENTERPRISES will extend credit for said amount, which is good for 15 days from the "Rental Date" of the Contract. Customer hereby waives and releases PARTIES ARE US INC. /H & H ENTERPRISES from all claims for injuries or damages to Customer arising out of the use of said property by Customer. It is hereby warranted and represented that the individual signing this agreement is authorized to do so on behalf of the customer be it a corporation, partnership, or other entity. It is further understood that the risk of loss of the equipment as well as any liabilities which may stem there from as it may pertain to PARTIES ARE US INC. /H & H ENTERPRISES or the customer during the time of that the Customer has possession of the equipment stated above, said risk or loss shall be that of the Customer.

DAMAGE WAIVER CHARGES AND FEES

A Damage Waiver fee of _____ will be charged unless declined. This fee is on items that PARTIES ARE US INC. /H & H ENTERPRISES does not maintain possession of. By Initialing, Greg Harkins DECLINES the damage waiver and agrees to pay all damages to equipment while in their possession while in their possession which are not "normal wear and tear". Normal wear and tear is the decision of PARTIES ARE US INC. /H & H ENTERPRISES. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its REPLACEMENT COST. Repair and or replacement costs may also be charged for damaged or missing property, and all attachments and parts. Damage Deposit Fee is non-refundable if property is damaged or any of its attachments or parts is missing, and is not applied toward repair and or replacement costs of property. Repair and or replacement costs will be charged for damaged property, and all attachments and parts.

I Greg Harkins do hereby DECLINE the DAMAGE WAIVER charge of . X _____ *Damage waiver is not insurance*

ADVISE

It is expressly understood that any technical advice furnished by PARTIES ARE US INC. /H & H ENTERPRISES with respect to the use of its goods or services is given without charge, and PARTIES ARE US INC. /H & H ENTERPRISES assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Customer's risk.

COSTS AND ATTORNEY FEES

In the event invoices are not paid timely in accordance with the terms thereof, and PARTIES ARE US INC. /H & H ENTERPRISES initiates suit against the Customer or otherwise incurs legal fees because of Customer's nonpayment, PARTIES ARE US INC. /H & H ENTERPRISES, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including a minimum charge of \$150.00, including reasonable attorney's fees.

ENTIRE AGREEMENT

This document sets forth the entire agreement between the parties to this transaction and includes all promises and representations both express and implied. Nothing not contained herein is part of this agreement. I have read and understand the terms and conditions of this agreement and certify that those printed are agreed to. There are no oral or other representations not included herein. I have received a copy of this agreement. I fully understand them and will abide by them.

Greg Harkins, expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using the equipment, PARTIES ARE US INC. /H & H ENTERPRISES, its employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify PARTIES ARE US INC. /H & H ENTERPRISES in the event they are held liable for any injuries and/or resulting damages. PARTIES ARE US INC. /H & H ENTERPRISES shall be responsible for set up and take down of all equipment provided. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties.

NAME: Greg Harkins

SIGNATURE: _____

DATE: _____

PLEASE SIGN AND RETURN (1) COPY OF THIS CONTRACT TO THE ADDRESS ON THE FRONT OR FAX IT TO THE FAX NUMBER ON THE FRONT OF THIS INVOICE/CONTRACT. CONTRACT AND DEPOSIT MUST BE RETURNED WITHIN 15 DAYS OF DATE EVENT WAS BOOKED ON FRONT OF THIS CONTRACT, or THERE MAY BE AN ADDITIONAL SERVICE FEE CHARGED IN THE AMOUNT OF \$100.00. ONCE EVENT IS ORDERED, THE ABOVE TERMS BECOME EFFECTIVE!